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2395 An Ordinance amending Sec 37, of Art III of Chapter 31, as amended of the Municipal Code, by deleting Webster & Ewing sts from Schedule I, as amended. 458

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2416 An Ordinance fixing the salary of the City Bacterologist at the rate of $4400.00 per year. 481

2417 An Ordinance amending Chapter 13, Section8, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by eliminating the position of bacterilogist and chemist in the Board of Public Health, in connection with the inspection of milk and food products. 482

2418 An Ordinance fixing the tax levy for the City purposes for the year 1951. 483

GENERAL ORDINANCE NO. 2075

AN ORDINANCE APPROVING A GRANT AND AUTHORIZATION
TO INDIANA SERVICE CORPORATION FOR A LINE OF
UNDERGROUND ELECTRICAL CONDUIT

WHEREAS, heretofore, to-wit, on the 21st day of March, 1942, the city of Fort Wayne, by and through its Board of Public Works, executed the following grant and authorization for a line of underground electrical co duit, to-wit.

KNOW ALL MEN BY THESE PRESENTS, That the Grantor, the City of Fort Wayne, Indiana, a municipal corporation in the County of Allen and Public Workds, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, in hand paid to the Grantor, hereby grants to the State of Indiana, and to its successors and assigns, the right and authority to construct, install, place, maintain, operate, repair, replace and renew a line of underground conduit with all necessary and proper ducts, cables, wires, manholes, vaults, material, equipment, apparatus, structures, and appurtenances for the transmission, distribution and delivery of electrical energy t the public in general to be used for light, heat, power, telephone and/ or other purposes in, upon, along and over the real estate of the Grantor situated in Section 2, Township 30 North, Range 12 East, of the Second Principal Meridian in the County of Allen, State of Indiana, and described as follows:

> A parcel of land in the northeast one-fourth of Section 2, Township 30 North, Range 12 East, of the Second Principal Meridian, in the County of Allen, State of Indiana, being also designated as a platted area within the City of Fort Wayne known as Bossler's Addition and Eliza Addition, including portions of an alley, a street, and the banks of the St. Marys River, described as follows:
>
> Beginning at a point on the southwesterly water's edge of the St. Marys River where it intersects the extension westward of the north boundary line of Lot 3 of Bossler's Addition to the City of Fort "ayne, thence eastward along said extended north boundary line of Lot 3 to its intersection with the west li e of Spy Run Avenue, thence southerly along said west line of Spy Run Avenue to its intersection with a line drawn parallel to and 20 feet distant from the said north boundary line of Lot 3, thence westerly along said line to its intersection with the southwesterly boundary line of said Lot 3, thence southwesterly at an angle of 20 degrees along a line to its intersection with the southwesterly water's edge of the St. Marys River to the place of beginning.

The said line of conduit shall be installed and maintained at a depth of not less than two and one-half (2-½) feet below the surface of the ground and so as to permit the covering over of said line of conduit to be dressed off level with the adjacent ground surface and so as not to interfere in any manner whatsoever with drainage ditches, culverts or drains.

Teh Grantor reserves the use of the above described land not inconsistent with this grant. If at any time or times hereinafter improvements of the Grantor shall require the relocation of the said line of conduit and the structures and appurtenances connected therewith, or any part thereof, the Grantee, within a reasonable time after written notice, will, at its own expense, change the location of the same to such other place upon the Grantor's land as is mutually satisfactory to the Grantor and the Grantee.

The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claimes, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the construction, erection, mainenance, operation, repair or renewal of said line of conduit and the structure and appurtenances connected therewith under and across the above described real estate.

Access to the above described land over the adjoining lands of the Grantor is hereby granted. Any damages to the fences or buildings of the Grantor on lands of the Grantor adjoining the premises above described, done by the Grantee in the construction, repair, replacement or renewal of said line of conduit, shall be promptly paid for by the Grantee. The Grantee may cut or trim trees, bushes and saplings growing upon or extending over said lands so far as may

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be reasonably necessary in the construction, operation and maintenance of said line.

These presents to be binding upon and to inure to the benefit of the Grantor and the Grantee and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of said City.

IN WITNESS WHEREOF, the Grantor, the said City of Fort Wayne, has executed this instrument by its officers thereunto duly authorized this 21st day of MARCH, A. D. 1942.

ATTEST:

CHAS. F. HESS
Secretary, Board of Public Works

CITY OF FORT WAYNE, INDIANA

By ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON

ITS BOARD OF PUBLIC WORKS

ATTEST:

LEONARD ELLENWOOD
CLERK

By H. W. BAALS

ITS MAYOR

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BE IT REMEMBERED that on the 21st day of March, A. D. 1942, before me, the undersigned, a Notary Public in and for the county and state aforesaid, duly commissioned and qualified, personally appeared Rober G. Beams, David Lewis, and J. H. Johnson, to me well known and personally known to me to be the Board of Public Works of the City of Fort Wayne in the County of Allen, in the State of Indiana, and also personally appeared H. W. Baals and Charles F. Hess, to me well known and personally known to me to be, respectively, Mayor of the said City of Fort Wayne, and Clerk of said Board of Public Works, and to be the persons who as such Board of Public Works, such Mayor, and such Clerk, respectively, executed the foregoing instrument for and on behalf of the said City of Fort Wayne, and acknowledged that they executed said instrument voluntarily as such Board of Public Works, such Mayor and such Clerk of the said City of Fort Wayne, respectively, as the act and deed of the said City of Fort Wayne, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

HELEN SHEETS
Notary Public

My commission expires: February 11, 1945

AND WHEREAS, said grant and authorization have been dul submitted to the Board of Public Works of said City for its consideration and action thereon; Now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing grant and authorization, dated the 21st day of March, 1942, made by the City of Fort Wayne, acting by and through its Board of Public Works, be, and the same is hereby, approved and confirmed, and the said Indiana Service Corporation, its successors and assigns, are hereby granted the rights, privileges and authority in said grant and authorization set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

FRANK W. KING JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---nays---none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of April, 1942, by a majority vote of all members elect, did pass the ordinanace hereunto attached, and known as

GENERAL ORDINANCE NO. 2075

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 17the day of April, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 17th day of April 1942

H. W. BAALS
MAYOR

ORDINANCE NO. 2076

AN ORDINANCE for permitting during any of the present wars against the United States the use of substitute materials and for methods in lieu of those now reuired by city ordinances where construction or use would be unreasonably delayed or prevented, providing for replacement after emergency, and penalties.

WHEREAS, a national emergency exists and such emergency has caused and will from time to time cause certain materials used in the construction, reconstruction, alteration, and repair of buildings to be withdrawn from the open market, and has also limited and will from time to time limit the supply of other materials so used; and,

WHEREAS, the Federal government has suggested that as to such materials ordinance provisions requiring the use thereof be suspended to permit the substitution of other materials, installations, or method of construction during such emergency, NOW THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the heads of the Building, plumbing, heating, electrical and other si ilar departments of the city of Fort Wayne, haveing to do with construction, reconstruction, alterati n and repair of buildings and charged with the enforcement of the Building, heating, plumbing, electrical, and other similar codes and/or ordinances of the City of Fort Wayne, shall be and hereby are authorized to approve temporarily as conditions from time to time may require, the substitution of building materials, including electrical wiring, plumbing, heating and any other materials, equipment, methods of installation of methods of construction in respect to a building or structure as now required by the various ordinances of the City of Fort Wayne, whenever the official in charge of the respective departments shall determine:

(a). That the material required by ordinance provisions are not available or cannot be obtained within a reasonable time or cannot be obtained except at a prohibitive cost, and

(b). That the use of such substitute materials or equipment or installations or methods of construction will not materially increase the fire, health or life hazard, nor materially lessen the structural stability of the building or structure for which such substitute is to be used.

Section 2. In cases where a plan, method or material is practical for temporary use, but not for permanent use, a conditional permit or approval may be granted for temporary use, stating the conditions imposed. The officer in charge of the matter shall make every reasonable effort to protect the public health, safety and convenience without unnecessarily preventing construction, but in cases where no reasonable method is found for carrying such contemplated construction or use forward in accordance with the provisions hereof, then the construction or use shall be postponed until a compliance with the ordinance may be had.

Section 3. It shall be unlawful for any person to fail or neglect to fully comply with each and all of the all terms and provisions under which any such permit or approval shall have been obtained, and upon conviction of any person for failing or neglecting to so comply, such person shall be punished by a fine of not more than $300.00 or imprisoned not exceeding 60 days, or by both such fine and imprisonment.

Section 4. This ordinance shall cease to be in effect six months after the termination of the present war or at such earlier date as the Common Council of the City of Fort Wayne shall by ordinance designate.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication thereof.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays----none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of April, 1942, by a majority voate of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2076

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 17th day of April, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 17the day of April, 1942.

HARRY W. BAALS
MAYOR

7PRIX

GENERAL ORDINANCE NO. 2078

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between the AMERICAN STEEL DREDGE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 14th day of April, 1942, the AMERICAN STEEL DREDGE COMPANY, a corporation organized and existing under the laws of the State of Indiana, entered into a contract with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale of:

One (1) forced draft fan complete with motor, base and outlet damper;
One (1) induced draft fan complete with motor, base and outlet damper;
One (1) cinder collector,

which contract and agreement are more fully set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, made and entered into this 14th day of April, 1942, by and between the AMERICAN STEEL DREDGE COMPANY, a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, hereinafter referred to as the party of the second part, WITNESSETH:

The party of the first part covenants and agrees to furnish and pay for all labor, materials and appartus and tools required for the building, furnishing, delivery and erection of

Item 1. One (1) forced draft fan complete with motor, base and outlet damper.
Item 2. One (1) induced draft fan complete with motor, base and outlet damper.
Item 3. One (1) cinder collector

all in accordance with Contract No. 21, Specification No. 22, for and in consideration of payment by the City of Fort Wayne, as follows:
SIXTEEN THOUSAND FIVE HUNDRED SEVENTY and NO/100 DOLLARS ($16,570.00).

Terms of payment: Eighty-five per cent (85%) of the cost of the equipment and installation when completely installed; the final payment of fifteen per cent (15%) payable after the completed work shall have been accepted by the Party of the Second Part.

The party of the first part agrees to complete said installation One Hundred Forty-five (145) days from the date of the approval of the within contract by the Common Council of the City of Fort Wayne, provided the City of Fort Wayne can furnish and A-5 priority or better.

Said party of the first part agrees to pay and require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

This contract, although executed on behalf of the City by its Mayor and its Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

This contract, although executed on behalf of the City by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of said City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY H. W. Baals
Mayor

ATTEST:

Charles F. Hess
Secretary

BOARD OF PUBLIC WORKS
Robert G. Beams
David Lewis
John H. Johnson

APPROVED AS TO FORM AND LEGALITY
Walter E. Helmke
City Attorney

AMERICAN STEEL DREDGE COMPANY

BY Clyde A. Walb
President
Walter W. Walb
Secretary-Treasurer

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FOR WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the AMERICAN STEEL DREDGE COMPANY and the CITY OF FORT WAYNE, for the sale and purchase of One (1) forced draft fan complete with motor, base and outlet damper; One (1) induced draft fan complete with motor, base and outlet damper, and One (1) cinder collector, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JOHN HOELLE

GENERAL ORDINANCE NO. 2077

AN ORDINANCE authorizing Blackout and Air Raid Protection orderw, rules and regulations; prescribing penalties for violation thereof.

WHEREAS, a state of war exists between the United States of America and Japan, Germany and Italy, and the defense of the United Statew of America is in the hands of the Army and Navy; and

WHEREAS, in modern warfare, no city, however distant from the enemy is free from attack; and

WHEREAS, lights at night are a definite aid to the enemy in reaching military and other objectives; and

WHEREAS, blackouts, whe ordered by the Army or Navy are essential to the preservation of life and property in this city, and it is imperative that the City of Fort Wayne aid the Army and Navy by all possible cooperation and assistance; and

WHEREAS, failure to extinguisy lights when ordered to do so by duly authorized authorities may result in loss of life by thousands of residents of the City of Fort Wayne, as well as the residents of other parts of the Nation when lights in this city are used as a guide to other objectives; and

WHEREAS, failure to comply with orders, rules and regulations governing evacuations, traffic movements, congregation of persons in streets and other public places will result in confusion and unnecessary loss of life both during blackouts and during air raids in the daytime; NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. - AUTHORITY TO PROMULAGATE NECESSARY ORDERS, RULES AND REGULATIONS FOR BLACKOUTS AND AIR RAIDS. In order to protect life and preperty in the City of Fort Wayne from enemy action, the Mayor is authorized and directed to carry out blackouts and air raid protection measures in said city at such times and for such periods as are authorized or ordered by the Army or Navy, and to promulgate such orders, rules and regulations as may be necessary to insure the success of the blackouts and air raid protection measures and to protect life and property during said perios. Said orders, rules and regulations shall include traffic movements of emergency and other vehicles, evacuation of residents, congregation of persons on public streets, sidewalks, and in public places or buildings, but this enumeration shall not be taken as a limitations on the power to promulgate orders, rules and regulations governing any other subject, persons or property which must be regulated in order to insure the proper carrying out of any duly authorized blackout or air raid protection measure. Practice blackouts and air raid drills may be carried out at such times and for such periods as the Mayor shall in his discretion deem appropriate or necessary, but subject always to the orders and directions of the Army and Navy, and the orders, rules and regulations authorized herein.

SECTION 2. - GENERAL ORDERS, RULES AND REGULATIONS TO BE IN WRITING. All orders, rules and regulations authorized by this ordinance for the conduct of the general public shall be in writing and shall be available for public inspection at the place and during the hours fixed by the Mayor.

SECTION 3. - ORDERS, RULES AND REGULATIONS EFFECTIVE UNTIL REPEALED BY COUNCIL. Any order, rule or regulation promulgated pursuant to the authority conferred by this ordinance shall be in force and effect from the time of promulgation until amended or repealed by the Mayor, or until repealed by the Common Council of the City of Fort Wayne.

SECTION 4. - APPOINTMENT OF SPECIAL POLICE-IDENTIFYING EMBLEM. The Mayor may appoint for a specified time, or for the duration of the emergency, as many special police, without pay, from among residents of the City of Fort Wayne as may be deemed advisable for service in connection with any blackout or air raid protection measure. During the term of service of such special police, they shall possess all the powers and privileges and perform all the duties of patrolmen in the standing police force of the City of Fort Wayne. Said special police must wear such identifying emblem as may be prescribed by the Mayor and it shall be unlawful for any said special policeman to attempt to carry out any order, rule or regulation promulgated under the authority conferred by this ordinance when he is not wearing said identifying emblem.

SECTION 5. - APPOINTMENT OF SPECIAL FIREMEN - IDENTIFYING EMBLEM. The Mayor may appoint for a specified time, or for the duration of the emergency, as many special firemen, without pay, from among the residents of the City of Fort Wayne as may be deemed advisable for service in connection with any blackout or air raid protection measure. During the term of service of said special firemen, they shall possess all the powers and privileges and perform all the duties of privates in the standing fire force of the City of Fort Wayne. Such special firemen must wear such identifying emblem as may be prescribed by the Mayor and it shall be unlawful for any said special fireman to attempt to carry out any order, rule or regulation promulgated under the authority conferred by this ordinance when he is not wearing said identifying emblem.

SECTION 6. - APPOINTMENT OF AIR RAID WARDENS AND OTHER AUXILIARY FORCES. The Mayor may appoint for a specified time or for the duration of the emergency as many Air Raid Wardens, Auxiliary Firemen, Auxiliary Policemen, Fire Watchers, Nurses' Aids, Emergency Medical Forces, Rescue Squads, Road Repair Units, Demolition and Clearance Squads, Electrical Repair Units, Decontamination Squads, Emergency Food and Housing Units, and all other volunteers for Civilian Defense Work, without pay, from among residents of the City of Fort Wayne as may be deemed advisable for service in connection with any blackout or air raid protecti n measure. Said persons so appointed must wear such identifying emblems as may be prescribed by the Mayor, while carrying out any duties under such appointment. The

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order of appointment in each case shall specify the duties to be performed and an identifying emblem as may be prescribed by the Mayor.

SECTION 7. - REMOVAL OF APPOINTEES. The Mayor may remove at will any person so appointed by him under Sections 4, 5 and 6 of this ordinance.

SECTION 8. - UNAUTHORIZED WARNING OR ALL-CLEAR SIGNALS PROHIBITED. Any unauthorized person who shall operage a siren or other device so as to simulate a blackout signal or air raid, or the termination of a blackout or air raid, shall be deemed guilty of a violation of this ordinance and shall be subject to the penalties imposed by Section 13 of this ordinance.

SECTION 9. - NO MUNICIPAL OR PRIVATE LIABILITY. This ordinance is an exercise by the City of Fort Wayne of its governmental functions for the protection of the public peace, health and safety, and neither the City of Fort Wayne, the agents, officers or representatives of said City, or any individual, receiver, firm, partnership, corporation, association, or trustee, or any of the agents thereof, in good faith carrying out, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to person or property as the result of said activity.

SECTION 10. - LIGHTS DURING BLACKOUT DECLARED PUBLIC NUISANCE. Any lights displayed contrary to any order, rule or regulation promulgated pursuant to the provisions of this ordinance constitutes a public nuisance and when deemded necessary in order to protect life or property during a blackout or air raid, the police, or the special police authorized herein, are authorized or directed to enter upon any premises within the City of Fort Wayne, using reasonable force, and extinguish lights or take other necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this ordinance.

SECTION 11. - CONFLICTING ORDINANCES, ORDERS, RULES AND REGULATIONS SUSPENDED. At all times when the orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations in so far as the latter may be inconsistent therewith.

SECTION 12. - NO CONFLICT WITH STATE OR FEDERAL STATUTES. This ordinance shall not be construed so as to conflict with any State or Federal statute or with any Military or Naval order, rule or regulation.

SECTION 13. - PENALTIES FOR VIOLATION. Any person, firm or corporation violating any of the provisions of this ordinance or any order, rule or regulation issued pursuant thereto shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding Three Hundred Dollars ($300.00) or imprisonment for not more than one hundred eighty (180) days, or by both said fine and imprisonment.

SECTION 14. - SEPARABILITY OF PROVISIONS. It is the intention of the Common Council that each separate provision of this ordinance shall be deemded independent of all other provisions herein, and it is further the intention of the Common Council that if any provision of this ordinance be declared to be invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 15. - EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

CHARLES E. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 21st day of April, 1942, by a majority voate of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2077

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 22 day of April, 1942.

LEAONARD H. ELLENWOOD
CITY CLERK

Approved this 22 day of April, 1942.

HARRY W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2078
(continued)

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of April, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2078

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 30th day of April 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 30th day of April 1942

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2079

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between the GENERAL ELECTRIC COMPANY, A New York Corporation, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 27th day of April, 1942, the GENERAL ELECTRIC COMPANY, a New York Corporation, entered into a contract with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale of One(1) Transformer 3000 Kva, 3-phase, 60-cycle, 13800 volts and apparatus and equipment more specifically hereinafter described, which contract and agreement are more fully set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 27th day of April, 1942, by and between the GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as the Party of the First Par, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, hereinafter referred to as the party of the second part,

WITNESSETH:

The part of the first part covenants and agrees to furnish and pay for all labor, material, apparatus and tools required for the building and furnishing and delivery of

One (1) transformer 3000 Kva, 3-phase, 60-cycle, 13800 volts, delta primary to 4160 volts grounded Y secondary with 4-2½% high voltage taps to ratio adjusters, automatic load ratio control for 20% range, in accordance with specifications P-51-51662-1 with the following exceptions:

Provide-
Three (3) station type lightning arresters (for grounded neutral circuit) instead of distribution type arresters.
Three (3) low voltage cover bushings.
Suitable flange for future inst llation of low voltage bushings and connection to low voltage switchgear cubicle.
Three (3) potential transformers unfused mounted internally within the tank of the main transformer.
Equipment mounted on load ration control panel as follows:-
1 - ammeter with transfer switch
1 - voltmeter with transfer switch
1 - watthour demand meter

for and in consideration of paymont by the City of Fort Wayne as follows: THIRTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE and NO/100 DOLLARS ($13,275.00) with freight allowed to Fort Wayne.

Terms of Payment: Eighty-five per cent (85%) of the cost of the equipment is to be paid upon delivery and the final Fifteen percent (15%) will be paid when the equipment is put into service and thoroughly tested; but said final payment shall be made within three (3) months after date of delivery.

The party of the first part estimates that shipment of said equipment can be made within twenty-four (24) weeks from the date of the approval of the within contract by the Common Council of the City of Fort Wayne. This estimate depends on suitable priority rating. Shipment may be delayed because of inability of party of the first part to secure necessary materials or maintain manufacturing schedules.

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Said party of the first part agrees to pay and require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

This contract, although executed on behalf ot eh City by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City unless it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS
Mayor

ATTEST:

Charles F. Hess
Secretary

BOARD OF PUBLIC WORKS
Robert G. Beams
David Lewis
J. H. Johnson

APPROVED AS TO FORM AND LEGALITY
Walter E. Helmke
City Attorney

GENERAL ELECTRIC COMPANY
BY: L. T. Blaisdell, Vice President

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between tthe GENERAL ELECTRIC COMPANY and the CITY OF FORT WAYNE, for the sale and purchase of One (1) Transformer 3000 Kva, 3-phase, 60-cycle, 13800 volts and apparatus and equipment more specifically referred to hereinbefore, which contract and agreement is more fully set out in the pr amble herto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayen, Indiana, at a regular meeting, held on the 26th day of May, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO 2079

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 28th day of May, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 29th day of May, 1942.
HARRY W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2080

AN ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No. 1436; and the same being:

"AN ORDINANCE establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, built and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprieses and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the vilation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto shall be known as the Z oning Ordinance of Fort Wayne." Passed November 13, 1928.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

GENERAL ORDINANCE NO. 2080
(continued)

Section 1. That the symbols and indications of Section 2 of the map which is a part of General Ordinance No. 1436, as above described, be changed from those of a "C" District to those of an "A" District on the land bounded on the south by Cora Avenue; on the east by a line which is parallel to and 100 feet easthof the east line of Parnell Avenue; on the north by St. Joseph River Drive and the north line of said St. Joseph River Drive extended westward to a point 100 feet west of the west line of Parnell Avenue; and on the west by a line which is parallel to and 100 feet west of the west line of Parnell Avenue. Meaning and intending to cover the existing "C" District as located on both sides of Parnell Avenue and extending northward from Cora Avenue.

Section 2. That this Ordinance be in full force and effect from and after its passage and approval by the Mayor and legal publication.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (---Ayes---9---Nays---none----)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of May, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2080

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 28th day of May, 1942

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 29th day of May, 1942.

HARRY W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2081

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to stop or park, or allow or permit said vehicle to stop or park for a period of longer than ninety (90) minutes in any two (2) successive hours except on Sundays and legal holidays between the hours of 7 o'clock A. M. and 6 o'clock P. M. upon the following public street and highway in the City of Fort Wayne, Indiana, to-wit:

On both sides of Brackenridge Street from Clinton Street to Webster Street.

Section 2. That this Ordinance hereby repeals any and all Ordinances in conflict therewith .

Section 3. That any person, firm or corporation viola ing any of the provisions of this Ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 4. That this Ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and its legal publication.

JOHN HOELLE

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9 day of June, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2081

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 11th day of June, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 11th day of June, 1942

ZPRJX

GENERAL ORDINANCE NO. 2082

AN ORDINANCE changing the name of Clay Street to Avondale Drive between Oxford Street and Pettit Avenue, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Clay Street, a street and public highway in the City of Fort Wayne, Indiana, be changed to Avondale Drive, between Oxford Street and Pettit Avenue.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HAROLD A HART

The Orinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of July, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2082

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 15 day of July 1942

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 17th day of July, 1942

HARRY W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2083

AN ORDINANCE Prescribing and fixing a schedule of fees for the weighing of loads, wagons and trucks, and/or their contents at the City Scales of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be the duty of the Weighmaster of the City of Fort Wayne to charge and collect from any person, firm or corporation for the weighing of loads, wagons, trucks and/or their contents at the City Scales of the City of Fort Wayne, on the following basis, to-wit:

ALL TARE and TEST weights, each.....10¢
LOAD WEIGHTS.....2000 lb. or less.....10¢
LOAD WEIGHTS.....2000 lb. to 15000 lb..... ....15¢
LOAD WEIGHTS.....15000 lb. to 25000lb.....20¢
LOAD WEIGHTS.....25000 lb. to 35000 lb.....25¢
LOAD WEIGHTS.....35000 lb. to 45000 lb.....30¢
LOAD WEIGHTS.....45000 lb. to 60000 lb.....35¢

Section 2. All ordinances and parts of ordinances in conflict herewith are specifically repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (---Ayes---9---Nays---none---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of July, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2083

PAUL C. WOLF, PRESIDENT — LEONARD H. ELLENWOOD, CITY CLERK.

Presented to the Mayor for approval on the 29 day of July 1942.

LEONARD H. ELLENWOOD, CITY CLERK.

Approved this 29 day of July 1942

H W BAALS
MAYOR

GENERAL ORDINANCE NO. 2084

AN ORDINACE authorizing the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne, to execute a quitclaim deed to certain real estate.

WHEREAS, on April 11, 1938 the City Controller purchased at tax sale the following described real estate, to-wit:

Lot No. 89 and the south 10 2/3 feet of Lot No. 86, Fletchers Addition to the City of Fort Wayne, Allen County, Indiana,

for delinquent assessments on said parcel of land in the amounts of Eighty-three and 42/100 Dollars ($83.42) and Thirty-four and 88/100 Dollars ($34.88) respectively; and

WHEREAS, the purpose of the purchase was to protect certain adv ncements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and

WHEREAS, the County of Allen has title to the property and is selling the same to the purchaser, and the purchaser desires to pay to the City of Fort Wayne the aforementioned delinquent assessments; and the title to said real estate;

WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said re.l estate;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, IDNAIAN:

Section 1: That the Mayor of the City of Fort Wayne and the City Controller,Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to the following described real estate, to-wit:

Lot No. 89 and the south 10 2/3 feet of Lot No. 86, Fletchers Addition to the City of Fort Wayne, Allen County, Indiana,

upon the receipt of $83.42 and $34.88, being Barrett Law assessments due on said real estate.

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK W. KING JR.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of July 1942, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2084

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 29 day of July 1942

LEONARD H. ELLENWOOD
CITY CLERK

Approbed this 29 day of July 1942.

H. W. BAALS
MAYOR

The Ordiance was read the third time in full and on motion was now passed by the following vote:(---Ayes---9---Nays---none---)

GENERAL ORDINANCE NO. 2085

AN ORDINANCE changing the name of Irvington Avenue to Eastbrook Drive between Ludlow Avenue and the north end of Eastbrook Drive, in the City of Fort Wayne, Indiana, and changing the name of Sycamore Avenue to Eastbrook Drive between Ludlow Avenue and Norfolk Avenue, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMO N COUNCIL OF THE CITY OF FORT WAYNE, IDNAIAN:

Section 1. That the name of Irvington Avenue, a street and public highway in the City of Fort Wayne, Indiana, be changed to Eastbrook Drive between Ludlow Avenue and the north end of Eastbrook Drive.

Section 2. That the name of Sycamore Avenue, a street and public highway in the City of Fort Wayne, Indiana, be changed to Eastbrook Drive between Ludlow Avenue and Norfolk Avenue.

Section 3. That this Orinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (---Ayes---9---Nays---none---)

7PBJX

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of July, 1942, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2085

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 29 day of July 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 29 day of July, 1942.

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2086

AN ORDINANCE APPROVING AN AGREEMENT WITH INDIANA SERVICE CORPORATION.

WHEREAS, heretofore, to-wit: On the 27th day of July, 1942, the City of Fort Wayne, by and through its Board of Public Works, entered into the following agreement with Indiana Service Corporation, an Indiana corporation, to-wit:

THIS AGREEMENT made and entered into this 27th day of July, 1942, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the county of Allen, and state of Indiana, acting by and through its duly authorized Board of Public Works, party of the first part, and Indiana Service Corporation (hereinafter called the "Corporation"), and Indiana corporation, party of the second part, WITNESSETH:

WHEREAS, the Corporation operates the local passenger transportation system in the City of Fort Wayne by means of street cars, trackless trolley coaches equipped with rubber tires and operated without rails by means of electricity from overhead trolley wires (hereinafter referred to as "trolley coaches") and motor buses; and

WHEREAS, the City, by agreement, dated October 30, 1939 between it and the Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, granted to the Corporation the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches on certain streets and public places as therein specified, and motor buses on certain streets and places as therein specified and consented to the abandonment of passenger transportation service by street cars on certain streets and public places as therein specified; and

WHEREAS, the Corporation, subsequent to the approval and confirmation of said agreement dated October 30, 1939, by the Common Council of the City, modified and increased the Corporation's motor bus service theretofore rendered by reason of a change of motor bus routes and a substitution of motor buses for street cars on certain portions of its said local transportation system which had the lighter passenger traffic; and

WHEREAS, the Corporation on July 7, 1940, began, and has continued, the operation of trolley coaches to replace street cars, on certain portions of its said local transportation system which had the heavier passenger traffic; and

WHEREAS, the City, by agreement, dated August 11, 1941, between it and the Corporation, duly approved and confirmed by the Common Council of the City on August 26, 1941, granted to the Corporation the right,authority, privilege and permit to locate, conduct, operate and maintain trolley coaches on certain streets and public places as therein specified and motor buses on certain streets and public places as therein specified so as to permit the Corporation to replace its remaining street car service with trolley coach service, and to make certain extensions to its motor bus service; and

WHEREAS, by reason of the national emergency which arose subsequent to August 11, 1941, it has become necessary for the Corporation to continue to operate all of its available street cars and to place in operation, as soon as available, the new and additional trolley coaches which the Corporation has heretofore ordered, for the purpoase of carrying increased passenger traffic due to new and expanding war industries in the said City of Fort Wayne and priority restrictions on private passenger motor vehicles and on tires for them; and

WHEREAS, by reason of the national emergency and in order to conserve and providently utilize existing transportation facilites, to prevent shortages of vital materials and equipment and to assist in the successful prosecution of the war, the Office of Defense Transportation, Washington, D. C,, by its General Order No. 2, effective April 1, 1942, prohibited all carriers of passengers by vehicles operated on fixed rails from substituting for such types of vehicles any rubber tired vehicles used in the transportation of passengers having a capacity of ten or more passengers; and

GENERAL ORDINANCE NO. 2086 CONTINUED

WHEREAS, pursuant to said General Order No. 2, the Office of Defense Transportation has required the Corporation to continue to operate its present street cars on those streets and public places where they are now operated so as to permit as complete a street car operation as possible, to supplement such street car service with trolley coach service, and to re-establish street car service upon and along those streets where street car service has been discontinued, but in which rail and track still remain; and

WHEREAS, the Office Of Defense Transportation has and will in the future issue other and further orders, rules, regulations, statements of policy, interpretations, directions and requirements, and the City and the Corporation are desirous of taking all necessary and proper steps and measures in order that the Corporation may operate its local transportation during the national emergency in accordance with all present and future orders, rules, regulations, statements of policy, interpretations, directions and requirements of the Office of Defense Transportation, the Public Service Commission of Indiana and all other governmental agencies or bodies having jurisdiction:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

Section 1. The City hereby consents and agrees that the Corporation shall be under no duty, obligation or requirement to discontinue and abandon street car service in, over, upon and along the streets and public places specified in Section 5 of said agreement, dated August 11, 1941, upon commencement of trolley coach service in, over, upon and along the streets and public places specified in Section 1 of said agreement, dated August 11, 1941, and that the Corporation until the cessation of the national emergency may, and is hereby granted full right, authority and permission to, continue to conduct, operate and maintain street car service for the purpose of common carrier transportation of passengers for hire in, over, upon and along the streets and public places specified in Section 5 of said agreement, dated August 11, 1941, notwithstanding the commencement of trolley coach service in, over, upon and along the streets and public places specified in Section 1 of said agreement, dated August 11, 1941.

Section 2. The City hereby consents and agrees that the Corporation may, and is hereby granted full right, authority, and permission to, re-establish forthwith, and thereafter until the cessation of the national emergency, conduct, operate and maintain street car service for the purpose of common carrier transportation of passengers for hire, in, over, upon and along the streets and public places in the said City of Fort Wayne, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets	
Calhoun Street	Pontiac Street and Rudisill Boulevard	
Taylor Street	Broadway	and Private Right of Way at Nickel Plate Railroad
State Boulevard	Spy Run Avenue and Parnell Avenue	

Section 3. The City hereby consents and agrees that the Corporation has and is hereby granted full right, authority and permission to locate,construct, erect, operate, maintain, repair, and renew poles, supports, spanwires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces, rails, track and all other apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of street cars in, over, upon and along the streets and public places specified in Section 5 of said agreement, dated August 11, 1941, and in Section 2 of this agreement. The Corporation, so long as it operates street cars thereon, shall maintain and repair in good condition such portion or portions of those streets and public places specified in Section 5 of said agreement, dated August 11, 1941, and in Section 2 of this agreement, as have been maintained and repaired in connection with the operation of street cars by the Corporation.

Section 4. The right, authority and permits granted by Sections 1, 2, and 3 hereof are supplemental to, and shall in no way abrogate, impair or diminish each and all of the rights which the Corporation now has or may have at any time or times in the future under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act of the State of Indiana, now owned and held or hereafter acquired by the Corporation.

Section 5. It is mutually understood and agreed that the period within which the Corporation shall remove such of its tracks and rails, together with their appurtenances, in the streets and public places specified in Section 5 of the said agreement, dated October 30, 1939, as are no longer used for street or interurban railway operations, shall be two (2) years from the cessation of the national emergency instead of four (4) years from the date of said agreement, dated October 30, 1939, and that the Corporation, within two (2) years from the cessation of the national emergency, shall remove, in accordance with the terms and conditions of Section 11 of said agreement, dated October 30, 1939 as modified by this Section 5, such of its tracks and rails, together with appurtenances, in the streets and public places specified in Section 5 of said agreement, dated October 30, 1939, as are no longer used for street or interurban railway operations.

ZPBIX

GENERAL ORDINANCE NO. 2086 CONTINUED

Section 6. It is mutually understood and agreed that the per od within which the Corporation shall remove such of its tracks and rails, together with their appurtenances, in the streets and public places specified in Section 5 of said agreement, dated August 11, 1941, as are no longer used for street or interurban railway operations, shall be three (3) years from the cessation of the national emergency instead of four (4) years from the date of said agreement, dated August 11, 1941, and that the Corporation, within three (3) years from the cessation of the national emergency, shall remove, in accordance with the terms and conditions of Section 10 of said agreement, dated August 11, 1941, as modified by this Section 6, such of its tracks and rails, together with appurtenances, in the streets and public places specified in Section 5 of said agreement, dated August 11, 1941, as are no longer used for street or interurban railway operations.

Section 7. The City hereby consents and agrees that during the national emergency, the Corporation, in the operation, conduct and management of its said local transportation system, may take any and all steps, and do all matters and things, necessary or proper to comply with or conform to all applicable orders, rules, regulations, statements of policy, interpretations, directions and requirements, now, or at any time or times hereafter to be issued by the said Office of Defense Transportation, the Public Service Commission of Indiana, or any other governmental agency or body having jurisdiction. The Corporation shall give to the said Board of Public Works advance written notice of all such steps to be taken and of all such matters and things to be done by the Corporation.

Section 8. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

APPROVED AS TO FORM
AND LEGALITY

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

By Robert G. Beam
David Lewis
J. H. Johnson
Its Board of Public Works

APPROVED:
H. W. Baals
Mayor

ATTEST:
Leonard H. Ellenwood
City Clerk

INDIANA SERVICE CORPORATION

BY W. Marshall Dale
President

ATTEST B. Sharon
Secretary

WHEREAS, said agreement has been duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing agreement, dated the 27th day of July, 1942, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, and Indiana Service Corporation, an Indiana corporation, be, and the same hereby, approved and confirmed, and the said Indiana Service Corporation, its successors and assigns, are hereby granted the rights, privileges and authority in said agreement set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

FRANK W. KING JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---0---)

GENERAL ORDINANCE NO. ___2086 CONTINUED

Passed this 11th day of August, A. D. 1942.

Paul C. Wolf
Presiding Officer

ATTEST:
Leonard H. Ellenwood
City Clerk

Presented by me to the Mayor of the City of Fort Wayne, Indiana, this 11th day of August, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 11th day of August, A. D. 1942.

H. W. BAALS
MAYOR OF THE CIY OF
FORT WAYNE

GENERAL ORDINANCE NO. 2087

An Ordinance chinging, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yeards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into destricts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the symbols and indications of Section 1 of the map which is a part of General Ordinance No. 1436 by CHANGED FROM THOSE OF AN "E" DISTRICT to those of a "B" District on the lots bounded on the south by the Nickel Plate Railroad, on the west by St. Mary's Avenue, on the north by Pape Avenue and on the east by Sherman Boulevard and Sherman Boulevard extended south to the Nickel Plate Railroad right-of-way. And that said area be established as a "B" District.

Section 2. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

JOHN HOELLE

The Ordinance was read the third time in full and on motion was then passed by the following vote: (---Ayes---9---Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of August, 1942, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2087
Paul C. Wolf
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 15th day of August 1942.

Leonard H. Ellenwood
City Clerk

Approved this 15th day of August 1942.

H. W. Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2088

AN ORDINANCE FIXING THE TAX LEVY FOR CITY PURPOSES FOR THE YEAR 1943.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of fifty-seven cents (.57) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1943, same to be divided as follows:

General Fund	$ .326
Sinking Fund	.03
Police Pension Fund	.035
Firemen's Pension Fund	.035
River Improvement & Flood Prev.	.005
Fort Wayne Art School	.002
City Plan & Zoning	.002
Aviation Fund-	.02
Park General	.076
Park Playground & Recreation	.02
Park Tree Preservation	.009
North Side Track Elevation	.01
TOTAL LEVY	.57

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during said year 1943.

Section 3. That all taxes shall be collected in semiannual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of August, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2088

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 28th day of August 1942

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 28th day of August, 1942

HARRY W. BAALS
MAYOR

GENERAL ORDINANCE 2089

An Ordinance changing, amending and supplementing General Ordinance No. 1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana;

Section 1. That the symbols and indications of Section 5 of the map which is a part of General Ordinance No. 1436 be changed from those of an "E" District to those of a "B" District on the lots bounded on the south by Pontiac Street; on the east by the first alley east of Reed Street; on the north by the first alley south of Fisher Street; and on the west by the first alley west of Reed Street. And that said area be established as a "B" District.

Section 2. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance No. 1436.

Sections 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

JOHN HOELLE

GENERAL ORDINANCE NO. 2089 CONTINUED

This ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---0)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of August, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2089

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 28th day of August 1942.
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 29th day of August, 1942.
H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2090

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain structures and improvements located upon Lot Number thirty-one (31) Ewing's Grove Addition to the City of Fort Wayne, Allen County, Indiana, and acquired by the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works be and is hereby authorized to sell the house and other improvements located on the following described real estate, situated in Allen County, State of Indiana, to-wit:

Lot Number thirty-one (31) Ewing's Grove Addition to the City of Fort Wayne, according to the recorded plat thereof,

which real estate has been heretofore acquired for street purposes, and the improvements on which will have to be removed in order to eliminate the jog in Fairfield Avenue, and that the Board of Public Works shall file its petition by and through the City Attorney in the Allen Circuit Court for the appointment of appraisers to appraise the house and other improvements.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN
FRANK H. KIVY JR.

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title and Councilman Bennett moved that a roll call vote be taken on suspension of the rules. Motion carried by the following vote: (Ayes-9-Nays-0-).

Councilman Bennett moved that the Ordinance be read the third time in full. Councilman Spigel moved that the Ordinance be placed on its passage.

The Ordinance was passed by the following vote under suspension of the rules: (Ayes-9-Nays-0)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of September, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2090

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval ontne 10th day of September, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 10th day of September, 1942
H. W. BAALS
MAYOR

FPBJX

GENERAL ORDINANCE NO. 2091

AN ORDINANCE ratifying and approving a contract entered into on the 20th day of August, 1942, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and General Dredging Co., Inc.

WHEREAS, heretofore on the 20th day of August, 1942, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with General Dredging Co., Inc., for the construction of the Grier Street Interceptor from Holton Avenue to the alley east of Reed Street, which contract is in the following words and figures, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 20th day of August, 1942, by and between General Dredging Co., Inc. the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplementary thereof.

WITNESSETH, That the party of the first part convenants and agrees to construct the Grier Street interceptor from Holton Avenue to the alley east of Reed Street; the City of Fort Wayne to furnish the thirty (30) inch Vitrified Clay Sewer Pipe, at and for Two Thousand, two hundred and ninety ($2290) Dollars, all in conformity with bid submitted, August 18, 1942.

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 65, 67 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 350, being section 8020 of Burns' Annotated Statutes, Volume 'V).

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Plans and specifications of the City Engineer, approved by the Board of Public Works, Aug. 6, 1942 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said City. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same by 25th day of August, 1942. To each of the conditions and stipulations this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 15th day of August, 1942.

General Dredging Co., Inc.
By Ralph J. Lalb
Vice-President
Contractor, party of the first part.

This contract approved by us this 15th day of August, 1942.

Robert G. Ferry)
David Lewis) BOARD OF PUBLIC WORKS
J. H. Johnson) Party of the second part.

H. W. Bosse
Mayor

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 20th day of August, 1942, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY W. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes-5* Nays-0)

GENERAL ORDINANCE NO. 2091 CONTINUED

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of September, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2091

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 10th day of September, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 10th day of September, 1942
H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2092

An Ordinance fixing the Compensation for certain City Officials and Employes.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That in accordance with Chapter 23 of an Act of the General Assembly of the State of Indiana for the year 1927, and acts amendatory thereto, the compensations of certain city officials and employes is hereby fixed and established as set out in this section from and after January 1, 1943.

The Mayor at the rate of Fifty-two Hundred ($5200.00) Dollars per year.

The Controller at the rate of Thirty-six Hundred ($3600.00) Dollars per year.

A Deputy Controller at the rate of Eighteen Hundred ($1800.00) Dollars per year.

The City Clerk at the rate of Three Thousand ($3000.00) Dollars per year.

A Deputy Clerk at the rate of Twelve Hundred ($1200.00) Dollars per year.

The City Treasurer at the rate of Thirty-six Hundred ($3600.00) Dollars per year.

One Deputy Treasurer at the rate of Eighteen Hundred ($1800.00) Dollars per year.

The City Judge at the rate of Thirty-six Hundred ($3600.00) Dollars per year for criminal matters, and One Hundred ($100.00) Dollars per year for civil matters.

The Members of the Board of Public Works at the rate of Twenty-four Hundred ($2400.00) Dollars per year.

The Clerk of the Board of Works at the rate of Fifteen Hundred ($1500) Dollars per year.

The Members of the Board of Safety at the rate of Nine Hundred ($900.00) Dollars per year.

The City Civil Engineer at the rate of Thirty-six Hundred ($3600.00) Dollars per year.

The Members of the Common Council at the rate of Six Hundred ($600.00) Dollars per year.

The City Attorney at the rate of Thirty-six Hundred ($3600.00) Dollars per year.

Section 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor.

Edw. H. Fisher

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of September, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2092
PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 23 day of September, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 25 day of September, 1942
H. W. BAALS
MAYOR

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GENERAL ORDINANCE NO. 2093

An Ordinance fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employees of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January, 1943.

Assistant Deputy Controller at the rate of Nineteen Hundred Twenty ($1920.00) Dollars per year.

Cashier Barrett Law at the rate of Nineteen Hunrded Twenty ($1920.00) Dollars per year.

Clerk Barrett Law at the rate of Eighteen Hundred ($1800.00) Dollars per year.

Minute Clerk-Board of Works at the rate of Thirteen Hundred Thirty-five ($1335.00) Dollars per year.

Stenographer-Board of Works at the rate of Fifteen Hundred ($1500.00) Dollars per year.

Bookkeeper-Board of Works at the rate of Two Thousand Twenty ($2020.00) Dollars per year.

Building Commissioner at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.

Electrical Inspector at the rate of Twenty-four Hundred ($2400.00) Dollars per year.

Plumbing Inspector at the rate of Twenty-four Humdred ($2400.00) Dollars per year.

Heating Inspector at the rate of Twenty-four Hundred ($2400.00) Dollars per year.

Smoke Inspector at the rate of Twenty-four Hundred ($2400.00) Dollars per year.

Clerk of the Building Department at the rate of Fourteen Hundred Forty ($1440.00) Dollars per year.

Assistant City Engineer at the rate of Three Thousand ($3000.00) Dollars per year.

Junior Assistant City Engineer at the rate of Twenty-six Hundred Forty ($2600.00) Dollars per year.

Draftsman at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Instrument men at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Rodmen at the rate of Eighteen Hundred ($1800.00) Dollars per year.

Clerk to the Engineer at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Street Commissioner at the rate of Three Thousand ($3000.00) Dollars per year.

Assistant Street Commissioner at the rate of Twenty-fou Hundred ($2400.00) Dollars per year.

Superintendent Asphalt Plant and Paving Chemist at the rate of Three Thousand ($3000.00) Dollars per year.

Day Janitor at the rate of Thirteen Hundred Eighty ($1380.00) Dollars per year.

Night Janitor at the rate of Fourteen Hundred Forty ($1440.00) Dollars per year.

Executive Secretary-Board of Safety at the rate of Twenty-one Hundred ($2100.00) Dollars per year.

Inspector Weights and Measure at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.

Weighmaster at the rate of Thirteen Hundred Twenty ($1320.00) Dollars per year.

Marketmaster at the rate of Sixteen Hundred Eighty ($1680.00) Dollars per year.

Chief of Police at the rate of Thirty-nine Hundred Sixty ($3960.00) Dollars per year.

Captain of Police at the rate of Twenty-nine Hundred Seventy ($2970.00) Dollars per year.

Captain of Detectives at the rate of Twenty-nine Hundred Seventy ($2970.00) Dollars per year.

Captain of Traffic at the rate of Twenty-nine Hundred Seventy ($2970.00) Dollars per year.

Lieutenant Mechanis at the rate of Twenty-nine Hundred Four ($2904.00) Dollars per year.

GENERAL ORDINANCE NO. 2093 (CONTINUED)

Lieutenants at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.

Traffic Engineer at the rate of Twenty-five Hundred Eight ($2508.00) Dollars per year.

Sergeant Mechanic at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Detective Sergeants at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Sergeants at the rate of Twenty-three Hundred Ten ($2310.00) Dollars per year.

Patrolmen at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Secretary to the Chief at the rate of Seventeen Hundred Forty ($1740.00) Dollars per year.

Clerk Traffic Engineer at the rate of Twelve Hundred ($1200.00) Dollars per year.

Traffic Clerk at the rate of Twelve Hundred ($1200.00) Dollars per year.

Superintendent of the Signal Department at the rate of Thirty-nine Hundred Sixty ($3960.00) Dollars per year.

Assistant Superintendent Signal at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.

Linemen at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Electrician at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Chief Dispatcher at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Dispatchers at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Fire Chief at the rate of Thirty-nine Hundred Sixty ($3960.00) Dollars per year.

Battalion Chief at the rate of Twenty-nine Hundred Seventy ($2970.00) Dollars per year.

Master Mechanic at the rate of Twenty-nine Hundred Four ($2904.00) Dollars per year.

Platoon Captains at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.

Fire Prevention Captain at the rate of Twenty-five Hundred Eight ($2508.00) Dollars per year.

Assistant Fire Prevention Captain at the rate of Twenty-three Hundred Seventy-six ($2376.00) Dollars per year.

Captains at the rate of Twenty-three Hundred Seventy-six ($2376.00) Dollars per year.

Lieutenants at the rate of Twenty-three Hundred Ten ($2310.00) Dollars per year.

Firemen at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Secretary to the Chief at the rate of Fifteen Hundred ($1500.00) Dollars per year.

Nurse Isolation Hospital at the rate of Thirteen Hundred Six Dollars and Eighty Cents ($1306.00) per year.

Public Health Nurse at the rate of Seventeen Hundred Sixteen ($1716.00) Dollars per year.

Bacteriologist at the rate of Twenty-two Hundred Forty-four ($2244.00) Dollars per year.

Dairy & Meat Inspector at the rate of Twenty-six Hundred Eighty-four ($2684.00) Dollars per year.

Detective Sergeant at the rate of Twenty-four Hundred Forty-two ($2442.00) Dollars per year.

Sergeant at the rate of Twenty-three Hundred Ten ($2310.00) Dollars per year.

Sanitary Officers at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Investigator of Clinic at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.

Clinic Director at the rate of Twelve Hundred $1200.00) Dollars per year.

School Nurse at the rate of Fifteen Hundred ($1500.00) Dollars per year.

Assistant Secretary at the rate of Eighteen Hundred Twenty ($1820.00) Dollars per year.

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Provided, however, that the salary of any fireman or policeman shall be at the rate of One Hundred Seventy-five ($175.00) Dollars per month for the first six onths of his employment, and at the rate of One Hundred Eighty ($180.00) Dollars per month for the second six months of his employment; thereafter at the rate of One Hundred Eighty-five ($185.00) Dollars per month of his employment.

Section 2. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be for each calendar month and shall be on a monthly basis and payable as now provided, and it is the intention of this ordinance that the salaries, compensation or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---0---*

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of September, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2093

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 23 day of September, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 25 day of September 1942
H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2094

AN ORDINANCE approving Railroad Track Elevation Resolution No. 33-1942, adopted by the Board of Public Works on the 17th day of September, 1942, as amended on the 13th day of October, 1942.

Section 1. BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana, that Railroad Track Elevation Resolution No. 33-1942, adopted by the Board of Public Works of said city, on the 17th day of September, 1942, and confirmed by the Board on October 13, 1942, be and the same is hereby in all things ratified, confirmed, and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Mayor, and legal publication.

HARRY W. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote under suspension of the rules. (Ayes---9---Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of October, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2094
PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 14th day of October, 1942.
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 14th day of October, 1942
H W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2095

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between GENERAL DREDGING CO., INC., an Indiana Corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 22nd day of September, 1942, GENERAL DREDGING CO., INC., an Indiana Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the construction of the Anthony Boulevard Intercepting Relief Sewer, which contract is in the following words and figures, to-wit:

C O N T R A C T A N D B O N D

THIS AGREEMENT, Made and entered into this 22nd day of September, 1942, by and between General Dredging Co., Inc. the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct the Anthony Boulevard intercepting Relief Sewer commencing at the manhole at Grier Street and Lillie Street, thence in Grier Street east to Anthony Boulevard; hence north in Anthony Boulevard to an easement on the south property line of Lot Number Two hundred eighty (280) Pontiac Place Extended; thence east in the said easement to an existing manhole in the alley at rear of said lot number two hundred eighty (280), Pontiac Place Extended, at and for Four Thousand, nine hundred dollars ($4900) all in conformity with bid submitted, September 22, 1942.

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 63, 67 of the Workmen's compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 536, being section 9459 of Burn's Annotated Atatues, Volume IV.)

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions by the Board of Works, Sept. 1, 1942 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same by the 24th day of November, 1942. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 10th day of October, 1942.

General Dredging Co., Inc
By Clyde A. Walb, President

Contractor, party of the first part.

This contract approved by us this 13th day of October, 1942:

Robert G. Beams)
David Lewis)
John H. Johnson)

BOARD OF PUBLIC WORKS,
Party of the second part.

H. W. BAALS Mayor

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 22nd day of September, 1942, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JOHN HOELLE

The Ordinance was read the third time in full and on motion was now passed by the following vote. (Ayes---9---Nays---0----)

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WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of October, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2095

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 29th day of October, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 29th day of October, 1942.

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2096

AN ORDINANCE concerning and relating to Civilian Defense and providing for the creation of a Municipal Defense Coucil, Directof of Civilian Defense, Volunteer Fire, Police, Communication Division, Wardens, and other volunteer units, in the expansion of existing municipal functions and services, to meet the requirements of the existing War Emergency, authorizing the Directof of Civilian Defense to provide for co-ordinating arrangements between Board of County Commissioners, Town Trustees, Town Boards, Mayor or Mayors, withing or without the County of Allen, and authorizing the adoption and enforcement of rules and regulations, and providing general powers to cover various phases of Civilian Defense and all other matters incidental or related thereto.

WHEREAS, Civilian Defense, by executive order of the Chief Executive, has been determined as an essential instrumentality in National Defense, and

WHEREAS, Civilian Defense, to be expressed under such executive order through municipal units, by an expansion of the ordinary municipal services to meet emergency requirements, imposes on such units a definite obligation that can not be avoided or lessened by any surrender of municipal sovereignty, or lack of full control or direction of such expanded services, to reflect complete local self-government of the ordinary and emergency services, and,

WHEREAS, there is no State Statute providing for a definite outline for full detailed procedure of Civilian Defense by Municipal Units, although there is authority under the general powers of the Common Council of Cities to legally implement municipal defense by appropriate ordinance or ordinances, and

WHEREAS, THE CITY OF FORT WAYNE, through its Common Council, to meet the situation above outlined, has passed various Ordinances to legalize certain Civilian Defense activities, which Ordinances were passed at various times prior to and since Pearl Harbor to meet new situations as they arose, and

WHEREAS, it is desirable that said Ordinances be revised and codified in order to make the same more uniform and the policies therein more clearly defined by consolidating the subject matter therein, together with other additional necessary provisions, under one Gernal Ordinance, NOW, THEREFORE,

MUNICIPAL DEFENSE COUNCIL

Sectionl. BE IT ORDAINED by the Common Council of the City of Fort Wayne that there is hereby created a Municipal Defense Council of the City of Fort Wayne, hereinafter called Defense Council to be appointed by the Mayor, who shall be and is hereby made Directof of Civilian Defense of the City of Fort Wayne, and shall hereinafter be referred to as Director, and, as such, shall act as ex-officio chairman of said Defense Council. Members of said Defense Council shall be not less than nine (9) nor more than twenty-five (25) in number, and shall be appointed from time to time by the Director. That each member of the Defense Council shall pledge his willingness to serve the City, State, and Nation, as a Civilian Defense Volunteer, and to each shall be administered the oath of allegiance. The following shall be ex-officio members of said Defense Council:
The Chief of Fire Force, Chief of the Police Force, the City Attorney, the City Comptroller, Chairman of the Board of Public Works, Chairman of the Board of Safety, Secretary of the Board of Health, the Chief of the City Signal and Communication Department, the President of the Common Council of the City of Fort Wayne, the General Warden, and the respective Chairmen of the Volunteer Fire and Police Board. The Director may designate one of the members so appointed as Vice-Director who shall act as

GENERAL ORDINANCE NO. 2096 (CONTINUED)

such and co-ordinator of Civilian Defense activities. Each member of said Defense Council shall serve at the Pleasure of the Director.

The Dfense Council shall act in an advisory capacity to the Director and shall be subject to his call for regular or special meetings. That regular meetings of said Defense Council shall be held at a stated time, at least every thirty days. It shall be the duty of the members of said Defense Council, serving in their advisory capacity to the Director, to transmit to said Directof from time to time a report of their activities or any plans of Civilian Defense under their superivision, and in the organization of said Council the Director is authorized to create departments and/or sub-committees within the Defense Council, wit duties to be assigned and outlined by said Director.

In event that the Mayor should fail or be unable to serve as Director, then the duties of such Director shall be performed by the City Controller. In event the City Controller should fail or be unable to perform said duties, then the Common Council of said city shall elect a Director in the same menner and under the same rules as they elect the President of said Council.

POWERS OF DIRECTOR

(a). The Director shall have full and plenary powers to employ such persons as may be necessary to carry out the functions of the Defense Council. These persons shall be subject, however, to all regulations now provided by law.

(b). The Director shall have the functions, powers and duties set forth below:

1. To enforce all laws relating to civilian protection.

2. To enforce all rules and regulations adopted and to execute all orders issued by the State Council or the State Director relating to civilian protection.

3. To enforce all rules adopted by and execute orders issued by the Defense Council and to adopt and promulgate regulations and issue orders, not inconsistent with such rules or orders or with rules or orders of the United States army or navy, in connection with the guarding and protection of water supply, railroads, public utility services, bridges, highways, airports, public buildings, factories, plants, vital and strategic meterials, and other focal points of attack, the loss or destruction of which might menace or endanger the security and safety of the civilian population, impede the military forces or i[illegible] the war effort.

4. To co-operate with the Defense Council in recruiting and placement of volunteers.

5. To organize, train and integrate all civilian protection forces.

6. To co-operate with Federal, State and other local officials and agencies in preparation of evacuation plans and to make such plans effective in his territory.

7. To remove any member of any volunteer agency for neglect of duty.

8. To direct all municipal and volunteer agencies under his jurisdiction.

9. To perform and exercise such other functions, powers and duties as he may deem necessary to promote and secure the safety and protection of the civilian population within his jurisdiction.

10. To authorize the expenditure of or to allocate moneys, within or from any appropriation made for the use or advancement of Civilian Defense, or for the performance of any of his functions, powers or duties, or that of other persons, in or out of the service of the within municipal unit, appointed by him, or performing duties or functions under or in the furtherance of Civilian Defense, or within the terms of this ordinance, or under the direction of the military or war authorities, or to cover expenses incurred by any of the persons appointed by him or acting for him in the performance of their day to day duties in the advancement of Civilian Defense.

11. To co-operate with the Boards of County Commissioners, Town Trustees, Town Boards, Mayor or Mayors of cities, within or without the county of Allen, in the establishment of expanded areas of Civilian Defense protection under terms and in the manner determined by the Director, provided, however, that any such co-ordinating arrangements shall not include the right to surrender any of the essential normal or emergency functions, duties, and obligations essentially those of the City of Fort Wayne.

CIVILIAN DEFENSE FIRE, POLICE AND COMMUNICATION AND SIGNAL DEPARTMENT

Sec. 2. Authority is hereby conferred upon the Director and the Board of Public Safety of the City of Fort Wayne to create, organize and maintain, under the direction of the Chief of the Fort Wayne Fire Department a volunteer or auxiliary Fire Department to co-operate with and under the supervision of the reular fire force of the City of Fort Wayne; and to organize and maintain under the direction of the Chief of the Fort Wayne Police Department a volunteer or auxiliary Police Department to co-operate with and under the supervision of the regular police of the City of Fort Wayne. In the creation and developement of such a volunteer or auxiliary fire and police force the Board of Safety of the City of Fort Wayne and the respective Chiefs of the fire and police forces, shall be authorized to make such appointments as are necessary to fully develop said volunteer fire and police forces as a constructive and effective aid to the regular fire and police forces of the city. That under the authority herein given the Board of Safety shall and is hereby authorized to adopt a full and complete set of regulations governing the operating and training of said volunteer forces, to be approved by the Director, so as to provide effective and harmonious co-ordination with the fire and police forces of the city.

(a). That the Board of Safety, in conjunction with the Chief of the fire force and the Chief of police, shall be authorized to set up training schools and accept volunteer enrollment from those desirous of participating in the volunteer fire and police forces.

(b). That the Board of Safety in conjunction with the Chief of the fire force and the Chief of police, shall be authorized to appoint, with the approval of the Director, governing boards for the volunteer police amd fire forces, each consisting of not less than four nor more than five members, to direct the activities of said volunteer forces.

(c). Authority is hereby conferred upon the Director and the Board of Safety of the City of

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GENERAL ORDINANCE NO. 2096 (CONTINUED)

Fort Wayne, to create, organize, and maintain, under the direction of the Superintendent of the Fort Wayne Signal Department a volunteer or auxiliary Communication and Signal Department to co-operate with and under the supervision of the regular Signal Department of the City of Fort Wayne. In the creation and developement of such a volunteer or auxiliary Communication and Signal Department the Board of Safety, and the Superintendent of the Signal Department shall be authorized to make such appointments, with the approval of the Director, that are necessary to fully develop said volunteer Communication and Signal Department, as a constructive and effective aid to the regular Signal Department of the city, that under the authority given the Board of Safety shall be and is hereby authorized to adopt a full and complete set of regulations governing the operating and training of said volunteer department so as to provide effective and harmonious co-ordination with the Signal Department of the city.

(d). That the Board of Safety in conjunction with the Superintendent of the Signal Department shall be authorized to set up training schools and accept volunteer enrollment from those acting as Defense Wardens and others who, by Vocation and Technical Trai ing along lines of Communications, Signal and Electrical work are fitted for, and desirous of participating in the Volunteer Communication and Signal Department.

(e). That the Board of Safety in conjunction with the Chief of the Fire Force, Chief of the Police Force, and the Superintendent of the Signal Department are authorized to determine the necessity and advisability of acquiring adequate group or compensation insurance to fully protect the members of the volunteer fire and police and the volunteer communications and signal forces, and take any and all necessary steps to fully protect the interest of the city, and those performing the various services herein outlined.

CONTROL CENTER, COMMANDER OF CONTROL CENTER, and INSIGNIA

Sec. 3. There shall be and is hereby established as one of the units of Civilian Defense a Control Center and/or Control System, hereinafter called Control Center, in conformity to and in line with the Control System and/or Control Center defined by the United States Office of Civilian Defense, hereinafter referred to as OCD. That the operation and direction of a person to be designated as Commander of Control Center, hereinafter called Commander, who shall be appointed by the Director.

(a). In the establishment of said Control Center the chart of the OCD, by reference being made a part hereof, shall be considered a part of said system and within the terms of the within ordinance with the right conferred upon the Commander, with the approval of the Director, to make necessary revisions and changes so as to make said Control Center conform to the local needs and requirements. That the said Commander shall establish the following units: Fire Department, Police Department, Wardens Division, Emergency Medical Division, Emergency Public Works, Emergency Utilities Service, and other units as determined by him, all to be integrated with each other and under the supervision of the Commander. That each of the units, with the consent of the Commander, shall be authorized to organize each of said units within the pattern outlined in the said Control Center chart, or to make necessary revisions or additions to make the unit responsive to local requirements.

(b). That the Commander shall determine within the requirements of OCD the training required for the personnel within the various units and shall, at his discretion and within the terms of the OCD with whatever local modifications are requisite, supervise and control and direct the distribution of identification cards, arm bands, and other insignia, hereinafter called Insignia, to the various members of the personnel of the different units comprising and making up the Control Center.

INSIGNIA

No one except a duly accredited member serving within one of the units of the Control Center shall be authorized to wear or use in any way, directly or indirectly, any of the Insignia appertaining to any of the units, or any other Insignia, as officially designated by the Control Center, without first having authority and approval from the Commander, and said Commander shall be authorized to delegate to his aides in any unit under rules prescribed by him, the supervision and distribution of said Insignia. Any wearing or use of said Insignia or any emblem used by any of the personnel in any of the units under the Control Center by any person not authorized to so wear and to so use any of said emblems shall be deemed a violation of the within ordinance and subject to all the rules and regulations covering the misuse of any emblem or Insignia peculiar to or appeartaining to Civilian Defense, and shall be deemed guilty of violation of the with ordinance and shall be subject to the penalties imposed by sub-section 1 of Section 4 of the within ordinance.

BLACHOUT, DIMOUT, AND AIR RAID PROTECTION ORDERS,

RULES AND REGULATIONS: PRESCRIBING PENALTIES FOR VIOLATION THEREOF.

Sec. 4. In order to protect life and property within the City of Fort Wayne from actual, threatened or likely enemy action, the Director is authorized and directed to carry out blackouts, dimouts, and air raid protection measures in said city at such times and for such periods as determined by him and as are authorized or ordered by the Army or Navy and to promulgate such orders, rules and regulations as may be necessary to insure the success of the blackouts, dimouts, and air raid protection measures and to protect life and property during said periods. Said orders, rules and regulations shall include traffic movements of emergency and other vehicles, evacuation or residents, congregation of persons on public streets, sidewalks, and in public places or buildings, but this enumeration shall not be taken as a limitation on the power to promulgate orders, rules and regulations governing any other subject, persons or property which must be regulated in order to insure the proper carrying out of any duly authorized blackout, dimout, or air raid protection measure. That the Director is hereby authorized to more specifically detail the necessary regulations covering the foregoing, and the same shall have the same effect as though specifically detailed in the within ordinance, and shall become effective on the promulgation, and remain in force unless repealed, modified, or revised by the Common Council of the City of Fort Wayne. Practice blackouts, dimouts, and air raid drills may be carried out

at such times and for such periods as the Director shall, in his discretion, deem appropriate or necessary, but not in conflict to any orders and directions of the Army and Navy, and the orders, rules and regulations authorized herein.

(a). All orders, rules and regulations authorized by this ordinance for the conduct of the general public shall be in writing and shall be available for public inspection at the place and during the hours fixed by the Director.

(b). Any order, rule or regulation promulgated pursuant to the authority conferred by this Ordinance shall be in force and effect from the time of promulgation until amended or repealed by the Director, or until repealed or modified by the Common Council of the City of Fort Wayne.

(c). That in addition to the provision made for the appointment of Volunteer police and firemen, the Director may appoint for a specified time or for the duration of the emergency, as many Special Police and Special Firemen, without pay, from among residents of the City of Fort Wayne, as may be deemed advisable for service in connection with any blackout, dimout, or air raid protection measure, or any other Civilian Defense service or activity. During the term of service of such Special Police andFiremen , they shall possess all the powers and privileges perform all the duties of firement and patrolment in the regular, uniform police and fire force of the City of Fort Wayne. Said Special Police and Firement must wear such identifying emblem as may be prescribed by the Director and it shall be unlawful for any said Special Police or Fireman to attempt to carry out any order, rule or regulation promulgated under the authority conferred by the within ordinance, when he is not wearing said identifying emblem.

That said Director shall, if he so determines, be authorized to pay from available funds such Special Police and Firemen for services to be performed by them, under terms fixed by said Director.

(d). The Director may appoint for a specified time or for the duration of the emergency as many Air Raid Wardens, Auxiliary Firement, Auxiliary Policemen, Fire Watchers, Nurses' Aides, Emergency Medical Forces, Rescue Squads, Road Repair Units, Demolition and Clearance Squads, Emergency Food and Housing Units, Block Reserves, and all other volunteers for Civilian Defense Work, without pay, from among residents of the City of Fort Wayne as may be deemed advisable for service in connection with any blackout, dimout, or air raid protection measure, or other Civilian Defense service or activity. Said persons so appointed must wear such identifying emblems as may be prescribed by the Director while carrying out any duties under such appointment. The order of appointment in each case shall specify the duties to be performed and an identifying emblem as may be prescribed by the Director.

(e). The Director may appoint a Board of Governing Wardens, hereafter called Governing Board, whose members shall be qualified District, Section, Zone, or Block Wardens. The members of said Governing Board shall consist of not less than fifteen (15) nor more than thirty (30) members. It shall be the duties of said Governing Board, under the direction of the Director, to fashion the policies of Civilian Defense, and as such it will co-operate with the Director and the Defense Council in an advisory capacity, in addition to the other functions to be performed by said Governing Board.

The authority and powers of said Governing Board shall be defined in an order or regulation to be issued by the Director, said orders and regulations to be extended and revised from time to time as determined by said Director. The Governing Board, with the General Warden as Chairman thereof, shall meet at stated times and shall formulate plans and regulations, so as to provide, insofar as possible, without in any way conflicting with the regulations of the Control Center, an outline of self-government for each District, Section, Zone and Block unit, to the end that the various wardens, from the District to the Block Wardens, inclusive, shall be, in substance, the Civilian Defense Director of the unit, providing within such outline a complete, unified integration between all units.

The Director shall be authorized to authorize the expenditure of or allocation of moneys within the appropriation made for Civilian Defense to the Governing Board, and the units under their supervision, to cover the necessary and approved expenses incurred.

(f). The Director may remove at will any person so appointed by him, or any of his authorized heads, provided, however, that the heads of the various departments and units of Civilian Defense shall have the authority, in the first instance, to remove at will any person appointed by them or under their supervision, except that the Director shall retain the right to rescind any such removal at any time within ten (10) days after the same occurs.

(g). Any unauthorized person who shall operate a siren or other device so as to simulate a blackout signal or air raid, or the termination of a blackout or air raid, shall be deemed guilty of violation of this ordinance and shall be subject to the penalties imposed by Sub-section "1" of Section 4 of this ordinance.

(h). This ordinance is an exercise by the City of Fort Wayne of its governmental functions for the protection of the public peace, health and safety, and neither the City of Fort Wayne, the agents, officers or representatives of said City or any individual, receiver, firm partnership, corporations, association or trustee, or any of the agents thereof, in good faith carrying out, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to person or property as the result of said activity.

(i). Any lights displayed contrary to any order, rule or regulation promulgated pursuant to the provisions of this ordinance constitutes a public nuisance and when deemed necessary, in order to protect life or property during a blackout, dimout, or air raid, the police, or the special police authorized herein, are authorized or directed to enter upon any premises within the city of Fort Wayne, using reasonable force, and extinguish lights or take other necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this ordinance.

(j). At all times when the orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supercede all existing ordinances, orders, rule and regulations insofar as the latter may be inconsistent therewith.

(k). This ordinance shall not be construed so as to conflict with any State or Federal Statute or with any Military or Naval order, rule or regulations.

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GENERAL ORDINANCE NO. 2096 (CONTINUED)

(1). Any person, firm or corporation violating any of the provisions of this ordinance or any order, rule or regulation issued pursuant thereto shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding Three Hundred Dollars ($300.00) or imprisonment for not more than one hundred eighty (180) days, or by both fine and imprisonment.

CO-OPERATION WITH OTHER CIVILIAN DEFENSE ORGANIZATIONS

Sec. 5. With the approval of the Defense Council, the Director may agree with the Board of County Commissioners, Town Trustees, Town Boards, Mayor or Mayors of any city or cities, or town or towns, adjacent thereto, with in or without the county, for a program of co-operative action and allocation of territory to be supervised in a manner to be outlined and determined by the participating units thereto so that necessary and complete defense of the area and co-operative activities between the various units may be effected.

ORGANIZATION

Sec. 6. For the purpose of creating a more effective Civilian Defense, the Director may, in his discretion, divide the city into twelve or more districts, with a District Warden and Associate District Wardens in charge of each district; that each district may be divided into sections, containing on an average a population of around two thousand, each, with a Section Warden and Associate Section Wardens in charge of each section; that each section may be divided into zones, containing on an average population of around five hundred with a Zone Warden and Associate Zone Wardens in charge of each zone; that each zone may be divided into blocks, with Block Wardens in charge of each block, with authority to create, appoint and supervise persons within the block to be known as members of the Civilian Block Reserves. That in the development of Civilian Defense an effort shall be made to recruit wardens, to cover each city bloch so as to provide an approximate ratio of one warden to each seven dwelling units in the City of Fort Wayne.

That each appointee, after making application for appointment as block warden, volunteer police, volunteer fireman, or other type of service, shall pledge his willingness to serve the City, State and Nation, as a Civilian Defense Volunteer. That said applicants shall be fingerprinted and each administered the oath of allegiance. That upon the completion of the required course of training, the applicant shall receive a proper certificate showing a successful completion of the course of training. That the provisions of the within section shall be amplified and extended in detail in the manner determined by the Director and reflected by him in orders and regulations properly issued.

SEPARABILITY OF PROVISIONS

Sec. 7. It is the intention of the Common Council that each separate provision of this ordinance shall be deemed independent of all other provisions herein, and it is further the intention of the Common Council that if any provision of this ordinance be declared to be invalid, all other provisions thereof shall remain valid and enforceable.

Sec. 8. That if under the within ordinance there is not sufficiently or clearly defined the duties, powers, and scope of work to be performed by any Civilian Defense unit, or any member of any such unit, then power and authority is hereby given to the Director to so define and outline the same by appropriate order or regulation.

Sec. 9. The within ordinance shall expire within six months from the termination of the existing War Emergency, although it may be terminated before the expiration of said six month's period, by Proclamation by the Mayor. The Mayor in said Proclamation can suspend all or part of said ordinance, as he determines, and he may extend, by and with the consent of the Common Council, certain provisions of said ordinance that would have for its purpose the permanent organization of Wardens, Volunteer Fire and Police forces, and other units, for peacetime or community service.

Sec. 10. The within ordinance shall be supplementary and cumulative to any existing ordinances covering the subject matter herein, and shall supercede the provisions of any previous ordinances where the matter is fully covered in the within ordinance, and in event of conflict between the provisions of the within ordinance with any existing ordinance, then the provision that more fully advances the objectives of Civilian Defense shall prevail.

Sec. 11. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote. (Ayes---8---Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of December, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2095

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 18th day of December, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 18th day of December, 1942

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2097

AN ORDINANCE amending Sections 5 and 8 of General Ordinance No. 1660, passed by the Common Council of the City of Fort Wayne, Indiana, on April 12, 1932, as amended by General Ordinance No. 1727, passed by the Common Council of the City of Fort Wayne, Indiana, on April 25, 1933, as amended by General Ordinance No. 1854 passes by the Common Council of the City of Fort Wayne, Indiana, on November 26, 1935, as amended by General Ordinance No. 1921, passed by the Common Council of the City of Fort Wayne, Indiana, On October 26, 1937, and as amended by General Ordinance No. 2067, as passed by the Common Council of the City of Fort Wayne, Indiana, on January 13, 1942, as amended this 22nd day of December, 1942

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 5 of General Ordinance No. 1660, passed by the Common Council of the City of Fort Wayne on April 12, 1932, as amended by General Ordinance No. 1727, passed by the Common Council of the City of Fort Wayne , Indiana, on April 25, 1933, as amended by General Ordinance No. 1854, passed by the Common C ouncil of the City of Fort Wayne, Indiana, on November 26, 1935, as amended by General Ordinance No. 1921, passed by the Common Council of the City of Fort Wayne, Indiana, on October 26, 1937, and as amended by General Ordinance No. 2067, passed by the Common Council of the City of F ort Wayne, Indiana on January 13, 1942, be amended to read as follows:

"Section 5. Contract of Insurance.

No permit to operate a taxicab in the City of Fort Wayne shall be issued until after the applicant therefore shall have filed with the Comptroller of the City of Fort Wayne, Indiana, a contract of insurance. Said contract of insurance shall be issued by a reliable insurance company admitted to do business in the State of Indiana, with not less than $1,000,000.00 assets, and said contract of insurance shall be a $20,000.00 to $ 40,000.00 public liability policy for protection of bodily injury and a contract of insurance of $5,000.00 for property damage, said policies to be the standard form of non-deductible. Said contracts of insurance shall provide that they will pay any and all damages imposed by law upon said applicant, or any other person, firm or corporation, operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof, provided said damages result from bodily injury, including death, and damage to property sustained by any person, firm, or corporation during the period covered by said contract of insurance, by reason of the ownership, maintenance, operation or use under said permit, or by virtue of the provisions thereof, of any motor vehicle as a taxicab by any person, firm or corporation whomsoever, regardless of the ownership of such motor vehicle.

Said contract of insurance shall contain the further provision that the obligations and promises contained therein shall not be affected by any act or omission of the named assured, its agents, employees, bailees or licensees, or any other person, firm or corporation operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof on account of a default in the payment of the premium on said contract of insurance or the giving of any notice required by the provisions thereof or otherwise, or by the insolvency of the assured named therein. It shall further be provided in said contract of insurance that no cancellation thereof shall become effective for any reason until five (5) days after written notice of such cancellation shall have been filed with the Comptroller of said City. The contract of insurance required by the provisions of this Section shall provide that the same shall be in full force and effect from and after the issuance of a permit to the applicant and no permit shall be issued to any applicant therefore unless the contract of insurance hereinabove required shall have been filed with and approved by the Comptroller of said City. After the issuance of such permit, the Comptroller of the City of Fort Wayne shall also deliver to said applicant two ((2) metal number plates for each motor vehicle listed in the schedule, filed with said Comptroller, on which plates shall be printed or stamped the words Permit No. _____, Car No. _____, 19__, Fort Wayne, Indiana, which number plates shall, at all times when said motor vehicle is being operated or used upon any public street, avenue, highway or other public place in said City as a taxicab, be conspicuously displayed on the front and rear therof. Thereafter the holder of said permit shall, on or before the 31st day of December, in each year, pay to said City Comptroller a license fee of Fifteen ($15.00) Dollars for each motor vehicle to be used in said business for ensuing year. In the event the holder of any permit desires to transfer any such number plates from the motor vehicle for which they were issued, and use the same on another otor vehicle, he shall immediately notify said Comptroller and furnish him with the name of the maker, the serial number and the seating capacity of such motor vehicle to which such number plates are to be transferred. The City Comptroller shall at all times keep on file n his office a list of the motor vehicles operated by the holder of any permit as shown by the list filed at the time said permit was issued, and any change or changes therein noted by said Comptroller, which list shall show the name of the maker, the serial number, and seating capacity of each motor vehicle, and the number assigned thereto on the number plates issued for said motor vehicle.

Each such contract of insurance shall not contain any provision that no liability shall exist for claims or loss or damage arising as follows: While being operated by any person under the influence of liquor from one place to another.

Whenever a permit issued under the provisions of this Ordinance shall be cancelled or revoked or surrendered, the holder of such permit shall at the time of such surrender, cancellation or revocation deliver to the City Comptroller of said City all number plates theretofore issued under said permit. If such delivery is made prior to July 1st of any calendar year such holder shall receive from said Comptroller a refund of Five ($5.00) Dollars for each set of number plates so delivered. If said delivery is made after July 1st of any year no refund will be made.

Section 2. That Section 8 of General Ordinance NO. 1660, passed by the Common Council of the City of F rt Wayne on April 12, 1932, as amended by General Ordinance No. 1727, passed by the Common Council of the City f Fort Wayne, Indiana, on April 25, 1933, as amended by General Ordinance No. 1854, passed by the Common Council of the City of Fort Wayne, Indiana, on November 26, 1935, as amended by General Ordinance No.1921, passed by the Common Council of the City of Fort Wayne, Indiana, On October 26, 1937, and as amended by General Ordinance No. 2067, passed by the Common Council of the City of Fort Wayne, Indiana, on January 13, 1942, be amended to read as follows:

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GENERAL ORDINANCE NO. 2097 (CONTINUED)

"Section 8. Taxi meters, rates and number of passengers.

(a). From and after passage of the within Ordinance, it shall be lawful to operate taxicabs upon the city streets of the City of Fort Wayne without taxi meters.

(b). The following rates shall be charged for the carrying of passengers by the taxicabs of the City of Fort Wayne, Indiana:

For any one passenger or group of passengers anywhere in the City of Fort Wayne the rate shall be sum of Forty-five (45¢) cents.

Because of the present emergency and in order to cooperate with the office of defense transportation it shall be unlawful, during the duration of said emergency, but not thereafter, to carry more than one passenger or more than one group of passengers, provided, however, that second passenger or group of passengers shall not be picked up or admitted to a taxicab without the consent of the first passenger or group of passengers engagin said taxicab. Whenever a taxicab shall carry more than one passenger or group of passengers from different points of origin, the fare for each passenger or group of passengers shall be thirty (30¢) cents.

Any number of passengers, not exceeding four (4) shall be carried from the same point of origin to the same point of destination for one (1) fare, and for each passenger in excess of four (4), an additional fare shall be charged and collected at the rate of fifteen (15) cents per additional passenger; provided that an additional fare of fifteen (15) cents shall be charged and collected for each and every interim stop for discharge of passengers.

(c). The number of taxicabs to be licensed under this Ordinance for operation as such within the City of Fort Wayne shall at no time exceed one (1) taxicab for each Two Thousand (2,000) inhabitants within said city of Fort Wayne, Indiana.

(d). No passenger shall be admitted into any taxicab when the same is occupied or in service of a passenger or passengers.

(e). Each taxicab shall have posted in a conspicuour place in let ers of legible size a schedule of the rates or fares provided by this Ordinance.

(f). There shall be filed with the Traffic Bureau of the City of Fort Wayne an application for employment setting out the qualifications of every driver now in the employ of taxicab companies operating in the city of Fort Wayne, Indiana, and every new driver, before being employed by any taxicab company operating in said city, shall file with the Traffic Bureau of the City of Fort Wayne an application of employment setting out his qualifications and no driver whose application has been disapporved by the Traffic Bureau of the City of Fort Wayne shall be hired by any taxicab company operating in the City of Fort Wayne.

(g). All taxicab companies operating in the City of Fort Wayne, shall semi-annually, on the 1st day of January and June of each year, file a full and co plete financial statement, properly certified to by a certified public accountant, with the Comptroller of the City of Fort Wayne.

(h). From and after the passage of the within Ordinance it shall be lawful to operate taxicabs upon the city streets of the city of Fort Wayne, Indiana, without governors.

(i). Any driver, person, firm, or corporation charging or receiving a fare in excess of those provided in this Ordinance, or violating any of the provisions of this Ordinance, shall be guilty of a misdeeanor and, upon conviction, shall be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

ARNO. C. SPIEGEL

The Ordinance, as amended, was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---0---*)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of December, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2097

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 23rd day of December, 1942
LEONARD H. ELLENWOOD
CITY CLERK

Approved this 23rd day of December, 1942
H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2098

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by nd between THE JOURNAL-GAZETTE COMPANY and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS on the 21st day of December, 1942, THE JOURNAL-GAZETTE COMPANY entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the printing inthe Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana from January 1, 1943 until December 31, 1943, and to furnish the said City of Fort Wayne One Hundred Twenty-five copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract One Hundred and Fifty copies of the proceedings of the entire year, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, made and entered into this ___ day of December, 1942, by and betwe n THE JOURNAL-GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, ALLEN COUNTY, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to printin The Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1943 until December 31, 1943, and to furnish the party of the second part One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1943, Ond Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of s id copies. One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound in cloth.

That party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appe r in said paper.

It is further agreed by the parties nereto that in case the first party fails to perform all the conditions required by this contract to be performed by it, the party of the second party shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand ($2000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be madewithout the written consent of said party of the second part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hand and seals the day and year above written.

THE JOURNAL-GAZETTE COMPANY,

(Signed)

BY: F. B. Ritchey
Business Manager

BY: A. F. Scherer
Secretary
Party of the First Part

H. W. Baals
Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BY: BOARD OF PUBLIC WORKS

ATTEST:
Chas. F. Hess
Secretary

Robert G. Beams

David Lewis

Approved as to legality and form
Walter Helmke
By Lloyd S. Hartzler Associate City Attorney

J. H. Johnson
Party of the Second Part

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GENERAL ORDINANCE NO. 2098

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between The Journal-Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort Wayne Journal-Gazette of the proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1943 until December, 1943, and to furnish the said City of Fort Wayne One Hundred Twenty-five copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, One Hundred and Fifty copies of the proceedings of the entire year, which contract and agreement is more fully set forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage, and approval by the Mayor.

BEN F. BENNETT

Ayes---8---viz: Bennett, Fisher Knocke, King, McMillen Moellering, Wolf.
Nays---none.

WE HEREBY CERTIFY, That the Common Coucnil of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of January, 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2098

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 12 day of January, 1943.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 12 day of January, 1943.

... W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2099

AN ORDINANCE to amend General Ordinance No. 2096, entitled "An Ordinance concerning and relating to Civilian Defense", passed by the Common Council of the City of Fort Wayne, Indiana, on December 8, 1942, by adding Section 10A. As amended this 26th day of January, 1943.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That General Ordinance No. 2096, entitled "An Ordinance concerning and relating to Civilian Defense", passed by the Common Council of the City of Fort Wayne, Indiana, on December 8, 1942, be amended by adding Section 10A, to read as follows:

Section 10A. That the Commander of the Control Center shall be and act as the Local Property Officer. The Local Property Officer is authorized and directed to receive, account for, maintain, store, and distribute personal property loaned to or acquired by or on behalf of the City for protection of persons and property against air raids and other war hazards. In handling and distributing such property he shall comply with the terms of any agreement under which the property was loaned to or acquired by the City. To insure the faithful performance of his duties he shall post a surety bond, in such amount as the Director may designate and the premium thereon shall be paid by the City.

That the Communication and Signal Department and/or the Control Center is authorized to organize an emergency unit, appoint messengers, provide for their training, the issuance of certificates of training, arm bands, and do all other things required to develop said emergency unit as one of the component parts of Civilian Defense, operating under the general control of the Defense Council, and under rules and regulations adopted by the Control Center and/or the Communication and Signal Department.

That the said Defense Council, through rules, regulations and orders adopted by it, shall be authorized to set up a Warden Civilian Service Corps, and outline the work to be performed by said corps, or in such rules, regulations and orders it may provide that the work and duties that might be otherwise performed by said corps can be performed by any of the existing units of civilian defense, provided in the ordinance, giving to any of such units so designated full power and authority to do all of the things that might otherwise be performed by a Warden Civilian Service Corps.

That the City Governing Board shall be authorized to create "Home-Front" District, Section and Zone Governing Boards, with appropriate officers and standing committees, under rules and regulations to be adopted by said City Governing Board, byt said rules and regulations of said last named board or any other rules and regulations adopted by it shall not be in conflict with any rules and regulations adopted by the Defense Council, but that the rules and regulations of said board shall conform to and be subject to the rules and regulations defined by said Defense Council, which shall be the supreme regulatory body of Fort Wayne Civilian Defense. That the

GENERAL ORDINANCE NO. 2099

Director shall be authorized, notwithstanding any provisions to the contrary in the within ordinance, to increase the number of members on the said Defense Council by a directive to that effect, so as to more promptly permit the expansion of the membership of said Defense Council to meet emergencies or other conditions as they arise.

Sec. 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes---9--- Nays----0)

GENERAL ORDINANCE NO. ___

AN ORDINANCE amending General Ordinance No. 2096, passed by the Common Council of the City of Fort Wayne, Indiana, on December 8, 1942, by adding Section 10A.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the General Ordinance No. 2096, passed by the Common Council of the City of Fort Wayne, Indiana, on December 8, 1942, be amended by adding Section 10A, to read as follows:

"Section 10".

That the Commander of the Control Center shall be and act as the Local Property Officer. The Local Property Officer is authorized and directed to receive, account for, maintain, store, and diestribute personal property loaned to or acquired by or on behalf of the City for protection of persons and property against air raids and other war hazards. In handling and distributing such property he shall comply with the terms of any agreement under which the property was loaned to or acquired by the City. To insure the faithful performance of his duties he shall post a surety bond, in such amount as the Director may designate and the premium thereon shall be paid by the City.

Sec. 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JOHN HOELLE

The Ordinance was read the third time in full and on motion

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of January, 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2099

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 21 day of February, 1943.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 21day of February, 1942.

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2100

AN ORDINANCE authorizing the transfer of Two Hundred Thousand Dollars ($200,000) from the City Light & Power Utility of the City of Fort Wayne, to the General Fund of the City of Fort Wayne, and appropriating the same for the use of said General Fund for the year 1943.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the Cityof Fort Wayne, Indiana, is hereby authorized to transfer from the City Light & Power Utility Funds, the sum of Two Hundred Thousand ($200,000) Dollars to the General Fund of the City of Fort Wayne, Indiana.

Section 2. That said sum of Two Hundred Thousand Dollars ($200,000) is hereby appropriated to the use of the General Fund of the said City of Fort Wayne, Indiana during the year 1943, and in accordance with appropriation Ordinance No. 1130 passed by the Common Council of the City of Fort Wayne, Indiana August 25, 1942.

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GENERAL ORDINANCE NO. 2100 (CON'T)

Section 3. That said sum of money may be transferred in montaly installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK W KING JR., PAUL C. WOLF, WM. H. KNOCHE, EDW. H. FISHER, HARRY M. MCMILLEN, CHARLES MOELLERING, BEN F. BENNETT, HAROLD A. HART, ARNO C. SPIEGEL.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9--- Nays---0---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of January, 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2100

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 2 day of February, 1943
LEONARD H. ELLENWOOD

Approved this 2 day of February, 1943.

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 2101

AN ORDINANCE regulating traffic upon the public streets of the city of Fort Wayne, as amended this 9th day of February , 1943.

WHEREAS, as the result of a traffic survey recently conducted in the City of Fort Wayne, and, as a result of a careful study of the traffic problem in the City of Fort Wayne, the War Transportation Committee of the Office of Defense Transportation has recommended certain parking restrictions and the establishment of certain one-way streets, NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section. It shall be unlawfuly for any driver or owner of any vehicle to park or allow or permit said vehicle to be parked upon the following streets and public highways in the city of Fort Wayne, Indiana, to-wit:

On the East side of Fairfield Avenue, from Jefferson Street to Pontiac Street;
On the South side of Wayne Trace, from Anthony Boulevard to New Haven Avenue;
On the West side of Anthony Boulevard, from Green Street to Pontiac Street;
On the East side of College Street, from Jefferson to Jones Street;
On the East side of Harrison Street, from Grand Street to Wildwood Avenue;
On the East side of Brooklyn Avenue, from Taylor Street to the Miller Road;
On the North side of Creighton Avenue, from Hanna Street to Bowser Avenue;
On the North side of Creighton Avenue, from Winter Street to Anthony Boulevard;
On the South side of High Street, from St. Mary's Avenue to Wells Street;
On the South side of First Street, from Wells Street to Harrison Street;
On the South side of New Have Avenue, from Wayne Trace to Lumbard Street;
On the North side of New Haven Avenue, from Lumbard Street to Bueter Road;
On the South side of Fourth Street, from the first alley west of Wells Street to Harrison Street;
On the West side of Canal Street, from Wayne Street to The New York, Chicago & St. Louis Railroad right-of-way;
On the East side of Anthony Boulevard, from Luther Street to Simons Street;
On the East side of Anthony Boulevard, from Alliger Street to Luther Street, except Sundays from 7:00 o'clock, A. M., to 1:00 o'clock, P. M.;
On the East side of Clay Street, from Jefferson Steeet to Columbia Avenue;
On the West side of Clay Street, from Wayne Street to Washington Boulevard;
On the North Side of Pontiac Street, from Calhoun Street to Fairfield Avenue;
On the East side of Coombs Street, from Liberty Street to Herbert Street;
On the West Side of Coombs Street, from the Nickel Plate Railroad right-of-way to Herbert Street; On both sides of Lindley Avenue, from Parkview Avenue to the General Electric property
On both sides of College Street, from Jones Street to Swinney Avenue;
On the East side of College Street, from Jones Street to Jefferson Street;
On the West side of Broadway, from the alley south of Lavina Street to Swinney Avenue;
On the East side of Broadway, from opposite the alley south of Lavina to ninety (90) feet south of Parkview Avenue;
On the East side of University Street, from Maumee Avenue to Washington Boulevard;
On the North side of Taylor Street, from Fairfield Avenue to the Lake Erie and Western Railroad right-of-way;
On the South side of Taylor Street, from Broadway to Brookside Avenue;
On the South side of Wilt Street, from Broadway to College Street;

GENERAL ORDINANCE NO. 2101 (CON'T)

On the S outh side of Lavina Street, from Broadway to Jackson Street;
On the North side of Wall Street, from Riedmiller Avenue to the St. Mary's River;
On the West side of Spy Run Avenue, from Elizabeth to Randolph Street;
On the East side of Spy Run Avenue, from One Hundred (100) feet north of vacated Kamm Street to Elizabeth Street;
On the North side of Elizabeth Street, from Spy Run Avenue to On Hundred Fifty (150) feet east of Lafayette Street.
On the East side of Cedar Street, from Maumee Avenue to Lewis Street;
On the East side of Ohio Street, from Lewis Street to Hugh Street.

Section 2. The following streets and public highways in the city of Fort Wayne, Indiana, shall be and are hereby designated as one-way streets and highways, and it shall be unlawful for any driver or owner of any vehicle to operate or allow or permit said vehicle to be operated upon said streets and public highways in any direction other than specified in this ordinance, to-wit:

Brackenridge Street, from Broadway to Fairfield Avenue shall be a one-way street and be used exclusively for East-bound traffic;
Lavina Street, from Broadway to Jackson Street shall be a one-way street and shall be used exclusively for West-bound traffic;
Wilt Street, from College Street to Broadway shall be a one-way Street and shall be used exclusively for East-bound traffic;

Section 3. Where street car or bus stops are established as points other than street intersections, the Board of Public Safety is hereby authorized to prohibit parking for a sufficient distance to permit said street cars and busses to load or unload.

Section 4. Any person, firm or corporation violating the provisions of this ordinance, shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof."

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes---8---Nays---0---.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of February, 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2101

BEN F. BENNETT
PRESIDENT

LEONARD M. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 18th day of February, 1943
LEONARD M. ELLENWOOD
CITY CLERK

Approved this 13th day of February, 1943.

H. W. BAALS
MAYOR

27BJX

GENERAL ORDINANCE No.2102

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell one Kingsford-Webster Boiler and Equipment of the Municipal Electric Light and Power Company of the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That the Board of Public Works be and is hereby authorized to sell the following equipment, to-wit:

1 Kingsford-Webster Steam Boiler, Serial #26559, with 225 pounds working steam pressure, 725 H.P. equipped with three (3) 42 inch steel drums Foster Super heater, Refractory settings and steel smoke stack.

This boiler equipped with one (1) Detroit stoker Job #17 - K31, Serial No.176, with coal hopper and ten (10) Retorts.

Sec 2. That said Board of Public Works, through the City Attorney, file in the Circuit Court, a petition for the appointment of appraisers to appraise said property.

Sec 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and motion was now passed by the following vote: Ayes-----9---Nays-----0---.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23rd day of March 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as,

GENERAL ORDINANCE No. 2102.

BEN F. BENNETT
PRESIDENT

LEONARD H ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 26th, day of March 1943.

LEONARD H ELLENWOOD
CITY CLERK

Approved this 26th day of March 1943.

H.W.BAALS
MAYOR

GENERAL ORDINANCE No. 2103

AN ORDINANCE concerning Victory Gardens and defining other matters concerning Victory Gardens.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That any plot of ground in the city under cultiviation as a Victory Gardens which has affixed thereto any sign or label indicating the same as a Victory Gardens sponsored by the Office of Civilian Defense of Fort Wayne, shall be preserved and protected for the exclusive use and benefit of the person or persons who planted said gardens and his, her or their administrators and assigns. Provided, however, where any such Victory Garden is maintained on leased ground, either under a lease direct from the owner or his agent, or from the Victory Garden Council representing said owner, the use thereof shall be subject to the terms of said lease or other written or legal arrangement, and nothing in the within ordinance shall have the effect of abridging or enlarging any of the rights of the contracting parties. That no person shall enter unto or upon any plot of ground in the city which is under cultivation as Victory Gardens, unless such person be the owner of the flowers, vegetables, and plants of such gardens or has permission from such owner. Provided, however, if the Victory Gardens belong to any person or persons whose only interest in the plot of ground is that of a mere licensee, the owner or owners or lessor or lessors of the ground whose consent to plant Victory Gardens was necessary shall have the right of access to and from the property at any time.

Section 2. That any person, firm, or corporation, violating any of the provisions of this ordinance, or any rule or regulation issued by said Victory Garden Council, or who shall willfilly maliciously or mischievously destroy, damage, or interfere with the growth of anything in any Victory Gardens, or who, without the consent of the owner or lessee, shall remove or take any flowers, vegetables, plants, or any soil, equipment or fixtures from any Victory Gardens shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding Twenty-five ($25.00) dollars for each offense, provided, however, that the penalties provided herein shall be merely cumulative and supplemental to existing ordinances and statutes covering the Acts herein enumerated, and any conviction under the within ordinance, shall not bar or abridge the right of any owner, lessee, or other person to pursue any of their civil or other rights under any other existing law.

Section 3. That for the purpose of affording community participation in a unified effort to stimulate, advance and protect the activities incident to the development of Victory Gardens in the city of Fort Wayne as an effective aid to winning the war, there is hereby created a Victory Garden Council, (hereinafter called Council), consisting of not less than five (5) nor more than twenty-five (25) members, who shall be appointed by the Mayor, with one of said member named as Chairman by the Mayor, said members to serve for a period of one year or until their successors are appointed and qualified. The members of said Council, upon call of the chairman, shall meet, and after taking oath of office, proceed to organize by selecting other officers as determined by said Council, appoint necessary committees, and do all other things necessary to organize and further the work of said Council. The said Council shall have power and authority to adopt rules and regulations concerning the promotion and advancement of Victory Gardens, not incinsistent with any existing ordinances or statutes. Any rule or regulation adopted by said Council shall be effective from the date of its adoption and the delivery of a certified copy thereof to the Municipal Defense Council, and any such rule or regulation shall continue in force, unless the same be modified at any time within two weeks thereafter by the Municipal Defense Council. That the chairman of said Victory Garden Council, shall be an ex-officio member of the latter.

Section. 4. This ordinance shall be in full force and effect for the duration of the war from and after its passage and approval by the Mayor and legal publication thereof.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes---------9------- Nays------0---.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23 day of March 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as,

GENERAL ORDINANCE No. 2103

BEN F.BENNETT
PRESIDENT

LEONARD H ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 26th, day of March 1943.

LEONARD H.ELLENWOOD
CITY CLERK.

Approved this 26th day of March 1943.

H.W.BAALS
MAYOR

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GENERAL ORDINANCE NO. 2104

AN ORDINANCE concerning taxicabs, providing for the regulation and licensing thereof, issuance of permits for the operation thereof, repealing all ordinaces in conflict therewith, fixing the time when the same shall take effect, and providing penalties for violation thereof, as amended April 13, 1943.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Definition.

(a) A taxicab as the term is herein used, means a motor vehicle while being used, for the performance of a contract for the transportation of a passenger or passengers or groups of passengers for hire, to and from points chosen or designated by the passenger or passengers or groups of passengers, and running over any available route between said points; but not at the time being operated over or along a definite, advertised, announced or substantially fixed route, from to or between definite or substanially fixed terminals, locations or districts or according ot substanially fixed or announced times or intervals of arrival or departure.

(b) Permit, ad the term is herein used, shall mean a permit for the operation of taxicabs in the City of Fort Wayne, issued upon the approval and by the order of the Board of Public Safety of said city.

Section 2. Permit.

It shall be unlawful for any person, firm or corporation to operate or cause to be operated any taxicab in any public street, avenue, court, alley, highway or public place in said City of Fort Wayne, Indiana, without first applying for and obtaining permit therefor from the Board of Public Safety of said City, without first filing with the Clerk of said Board of Public Safety a bond, undertaking or contract of liability insurance in some responsible insurance company authorized to do business in the State of Indiana, the form of which insurance contract has been approved by the Insurance Department of Indiana, and containing the approval thereof, and without first paying the fees prescribed and obtaining license plates, all as hereinafter more specifically provided, nor shall any such taxicab be operated except at the fares hereinafter prescribed. No permit shall be granted except as hereinafter provided by this ordinance.

Section 3. Application for Permit.

Any person, firm or corporation desiring to use, operate or drive any motor vehicle as a taxicab in or upon any public street, avenue, court, alley, highway or public place within the corporate limits of the City of Fort Wayne shall file an application for a permit with the Clerk of the Board of Public Safety of said city, upon a form which said Board shall provide without charge to all applicatns. Said application shall contain the name of all such applicants, his or its place of business, residence if in Fort Wayne, the length of time of such residence, age, if an individual, whether or not previously engaged in the business of transporting passenger for hire, and if so the length of such previous experience, the number of taxicabs which the applicant desires to use, operate or drive, and such other information as said Board of Public Safety may require.

Section 4. Issuance of Permit.

With the application provided for in Section 3 hereof, the applicant shall file in triplicate a list of the motor vehicles intended to be operated as taxicabs, together with the bond or contract of insurance or guaranty bond hereinafter provided for.

Said list shall contain the make, motor number, state license number and seating capacity of each motor vehicle to be operated by the applicant. The Board of Public Safety shall, after the approval by it of the bond or contract of insurance filed with it by said applicant, issue to said applicant a permit authorizing said applicant to operate taxicabs in the City of Fort Wayne, and shall file with the Comptroller a copy of said list of motor vehicles to be operated as taxicabs together with the permit granted and the bond or contract of insurance filed at the time of application. Upon the filing by the Board of Public Safety with the Comptroller of said, City, a copy of the list of motorvehicles together with permit and bond or contract of insurance said applicant shall pay to the Comptroller a fee of Ten ($10.00) Dollars for such permit and a license fee of Fifteen($15.00) Dollars for each motor vehicle listed, if payment be made before July 1st of any calendar year, and a license fee of Eight ($8.00) Dollars for each motor vehicle if payment is made after July 1st of any year. Every permit issued under the provisions hereof shall expire on December 31st of the year in which it is issued.

Renewal permits shall be applied for and issued in the same manner as orginal permits, and for each renewal permit a fee of Ten ($10.00) Dollars shall be charged and paid to the Comptroller of said City, and for each renewal license a fee of Fifteen ($15.00) Dollars for each motor vehicle listed shall be charged and paid to the Comptroller of said City.

All taxicabs for the operation of which a permit shall be granted by this ordinance should be equipped with two doors on each side, provided, however, that the foregoing provisions shall not apply to any vehicle now or heretofore operated as a taxicab and for the operation of which vehicle a permit has been granted by the City of Fort Wayne, it being the intention of this ordinance that all vehicles hereafter required for and used as taxicabs in the City of Fort Wayne, Indiana, whether as replacements of existing vehicles or otherwise, shall be equipped with four (4) doors.

Section 5. Contract of Insurance or Guaranty Bond.

No permit to operate a taxicab in the City of Fort Wayne shall be issued until after the applicant therefor shall have filed with the Comptroller of the City of Fort Wayne, Indiana, a contract of insurance or guaranty bond. Said contract of insurance or guaranty bond shall be issued by a reliable insurance company admitted to do business in the State of Indiana, with not less than $1,000,000.00 assets, and said contract of insurance or guaranty bond shall be a

$10,000.00 to $20,000.00 public liability policy for protection of bodily injury and a contract of insurance or guaranty bond of $5,000.00 for property damage, said policies to be the standard form of non-deductible.

Said contracts of insurance or guaranty bonds shall provide that they will pay for any and all damages imposed by law upon said applicant, or any other person, firm or corporation, operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof, provided said damages result from bodily injury, including death, and damage to property sustained by any person, firm or corporation during the period covered by said contract of insurance or guaranty bond, by reason of the ownship, maintenance, operation or use under said permit, or by virtue of the provisions therof, of any motor vehicle as a taxicab by any person, firm or corporation whomsoever regardless of the ownership of such motor vehicle.

Said contract of insurance or guaranty bond shall contain the further provision that the obligations and promises contained therein shall not be affected by any act or ommission of the named assured, its agents, employees, bailees or licensees, or any person, firm, or corporation operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof on account of a default in the payment of the premium on said contract of insurance or guaranty bond, or the giving of any notice required by the provisions thereof or otherwise, or by the insolvency of the assured named therein. It shall further be provided in said contract of insurance or guaranty bond that no concellation thereof shall become effective for any reason until (5) days after the written notice of such cancellation shall have been filed with the Comptroller of said City. The contract of insurance or guaranty bond required by the provisions of this section shall provide that the same shall be in full force and effect from and after the issuance of a permit to the applicant and no permit shall be issued to any applicant therefore unless the contract of insurance or guaranty bond hereinabove required shall have been filed with and approved by the Comptroller of said city. After the issuance of such permit, the Comptroller of the City of Fort Wayne shall also deliver to said applicant a metal number plate for each motor vehicle listed in the schedule, filed with said Comptroller, on which said plate shall be printed or stamped the words Car No._____,19____,Fort Wayne, Indiana, which plate shall, at all times when said motor vehicle is being operated or used upon any public street, avenue, highway or other public place in said city as a taxicab, be conspicuously displays on the rear thereof. Thereafter the holder of said permit shall, on or before the 31st day of December, in each year, pay to said City Comptroller a license fee of Fifteen ($15.00) Dollars for each motor vehicle to be used in said business for ensuing year.

In the event the holder of any permit desires to transfer any such plate from the motor vehicle for which it was issued, and use the same on another motor vehicle, he shall immediately notify said Comptroller and furnish him with the name of the maker, the serial number and the seating capacity of such motor vehicle to which such plate is to be transferred. The City Comptroller shall at all times keep on file in his office a list of the motor vehicles operated by the holder of any permit as shown by the list filed at the time said permit was issued, and any change or changes therein noted by said Comptroller, which list shall show the name of the maker, the serial number, and seating capacity of each motor vehicle, and the number assigned thereto on the plate issued for said motor vehicle.

Each such contract of insurance or guaranty bond shall not contain any provision that no liability shall exist for claims or loss or damage arising as follows: While being operated by any person under the influence of liquor from one place to another.

Section 6. Permit not Transferable.

No permit issued under the provisions of this ordinance shall be transferable. In the event of the death of the holder of any permit, or in case of a corporation, of the dissolution thereof, or in the event a receiver or trustee in bankruptcy is appointed for the holder of any permit issued under the provisions of this ordinance, said permit shall be null and void, and shall be immediately surrended to the Board of Public Safety of said City, whereupon the plates issued to the holder of said permit certificate shall be immediately surrended to the Comptroller of said City.

Section 7. Taxi fares, Number of Passengers and Posting of Schedule of Fares.

(a) The following fares shall be changed for the carrying of passengers by the taxicabs of the City of Fort Wayne, Indiana:

(1) For one (1) passenger anywhere in the City of Fort Wayne, the fare shall be Fifty (50¢) cents.

(2) For two (2) or more passengers, but not exceeding four(4) passengers, from the same point of origin to the same point of destination anywhere in the City of Fort Wayne, the fare shall be Fifty (50¢) cents, for said trip!

(3) For one (1) passenger or group of passengers, the fare, for group riding shall be Thirty-Five (35¢) cents for each passenger or Thirty-five (35¢ cents for each group of passengers.

The group riding fare shall begin when any taxicab is occupied by one (1) passenger or group of passengers and another passenger or another grouo of pasengers are admitted to the taxicab, except as provided in the preceding Section 7 (a) (2).

(b) Because of the present emergency and in order to co-operate with the office of defence transportation it shall be lawful, during the duration of said emergency, but not thereafter , for taxicabs to carry more than one passenger or more than one groups of passnegers, provided, however, that second passenger or groups of passengers shall nor be picked up or admitted to a taxicab without the consent of the first passenger or group of passengers engaging said taxicab.

(C) No passenger shall be admitted into any taxicab when the same is occupied or in service of a passenger or passengers, except as provided in Section 7, Sub- Section (b).

(d) Each taxicab shall have posted, in a manner approved by the Chief of Police and in a conspicuous place in letters of legible size, a schedule of the fares provided by this ordinance.

Section 8. Qualifications of Drivers.

Every holder of a permit to operate taxicabs issued as hereinbefore provided shall maintain on file in its own offices the names and addresses and number of the chauffeur's license of each of its drivers and the name and addresses of the next of kin of said driver who should be notified in case of emergency.. Said list of drivers shall be open for inspection to the Police

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Department of the City of Fort Wayne at all times and must be kept current. Every holder of a permit to operate taxicabs is prohibited to employ any person as a driver of taxicabs who has been convicted of a felony.

Sec 9. Financial Statement.

All taxicab companies operating in the City of Fort Wayne shall semi-annually, on the 1st day of January and June of each year, file a full and complete financial statement, properly certified to by a certified public accountant, with the Comptroller of the City of Fort Wayne.

Sec 10. Operation under Name of Owner.

No motor vehicle shall be operated as a taxicab in the City of Fort Wayne by any person, firm or corporation, unless the said motor vehicle is owned by the holder of the permit under which it id operated. No motor vehicle shall be operated as a taxicab in the City of Fort Wayne under the name, or style or designation, or from the place of business of any person, firm or corporation other than the owner of said motor vehicle.

Sec. 11. Chauffeur's License Required.

No taxicab shall be driven or operated in the City of Fort Wayne by any person who has not been licensed as a chauffeur by the State of Indiana in the manner provided by law.

Sec.12. Cruising.

No operator of any taxicab shall seek employment by reoeatedly and persistently driving his taxicab to and fro in a short space before or by otherwise interfering with the p roper and orderly access to and egress from any theater, hall, hotel, public resort, railway or other public place or gathering or in any other manner obstructing or impeding traffic; but any taxicab may solicit employment by driving thorugh any public street or place without stops other than those due to obstruction of traffic and at such speed as not to interfere with or impede traffic and may pass and repass before any theater, haal, hotel, public resort, railway, or other place of public gathering, provided that after passing such public place he shall not turn and repass until he shall have gone a distance of two square blocks beyond such place.

No operator of any taxicab shall ask or request persons to take passage in such taxicab when such persons are waiting to take passage on a street car at an established loading point.

It shall further be unlawful for any person to solicit passengers for a public taxicab upon the streets and public places in the City of Fort Wayne, Indiana. The operator or driver of any taxicab or automobile kept for hire shall remain on the driver's seat or inside of his vehicle at all times when such vehicle is standing in an authorized taxicab stand or when actually engaged in carrying passengers; provided, however, that nothing in this section shall be held to prohibit such driver or operator from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.

Sec. 13. Record of Board of Public Safety and Revocation of Permit.

The Board of Public Safety of the City of Fort Wayne shall keep on file in its office, open to the inspection of the public, an indexed record of all orders made and entered under and pursuant to the provisions of this ordinance. For the violation of any of the provisions of this or any other ordinance of the City of Fort Wayne regulating the operation and use of taxicabs in said City and any regulation issued by the Board of Public Safety pursuant to the authority conferred upon said Board by virtue of the provisions hereof, or for any other sufficient cause, the Board of Public Safety of said city may, upon the application therefor filed by any person, or upon the motion of said Board or any member therefor, revoke any permit issued under the provisions of this ordinance. Upon the filing of any sich application or motion the Clerk of the Board of Public Safety of said city shall cause the same to be docketed for hearing before said Board of Public Safety and shall serve a copy of said application or motion on the holder of said permit together with a notice of the date set for hearing thereon, at least five (5) days prior to the date of said hearing.

Sec. 14. Appeals.

Any person, firm or corporation adversely affected by any order made by the Board of Public Safety of said city under the provisions of this ordinance may, within twenty (20) days after such order is entered, commence an action in the Circuit or either of the Superior Courts of Allen County against said Board of Public Safety to vacate or set aside any such order on the ground that said order is insufficient, unreasonable, unlawful, or procured by fraud or other unlawful methods. Summons shall issue upon the complaint filed in such action and be served on said Board of Public Safety in the manner now provided by law in civil actions, and the procedure in the trial of said cause shall be the same as in the trial of civil actions. An Appeal from the judgment of the Circuit or either of the Superior Courts in any such cause may be taken to the Supreme or Appellate Court of Indiana in the manner now provided for appeals in civil actions.

Sec. 15. Record of Trips.

Every holder of a permit for the operation of taxicabs in the City of Fort Wayne shall keep an accurate record of all trips made by all of the taxicabs operated under said permit, which record shall be made by the operator and driver of the taxicab and shall show the points of origin and destination of all trips made and the number of passengers carried and the time the trip began and the time the trip was completed. Such records shall be open to inspection by the Board of Public Safety of the City of Fort Wayne or any of its duly authorized representatives; provided, however,that it shall not be necessary to preserve the record of any trips for more than sixty (60) days after the date such trip was made.

Sec,16. Numbering of Taxicabs.

Whenever under the provisions of this ordinance the holder of a permit or an applicant therefor shall be required to file a list of the motor vehicles desired to be operated as taxicabs in said City of Fort Wayne, the Comptroller of said City shall assign a serial body number to each motor vehicle described in siad list as originally filed or amended, and place said number opposite the description of said motor vehicle in said list.

Sec, 17. Identification and Numbering of Taxicabs.

Every taxicab operated in the City of Fort Wayne shall have the word "Taxi" the name of the holder of the permit under which said taxicab is operated, and the serial body number assigned thereto by the Comptroller of the City of Fort Wayne in the list on file in the office of said Comptroller, painted in letters and numbers at least six (6) inches in height on each side of said taxicab and on the rear thereof, and that said letters and numbers be painted a differnet color from the color of the cab.

GENERAL ORDINANCE NO. 2104 (Continued)

Section 18. Bus, Taxicabs and Hackney Stands.

The Board of Public Safety of the City of Fort Wayne, Indiana, upon recommendation first of the Chief of Police or the Traffic Captain, shall establish bus stops, taxicab stands and hackney stands on such public streets in such place and in such manner as they shall determine to be of greatest benefit and convenience to the public, and every bus stop, taxicab stand or hackney stand shall be designated by appropriate signs.

Section, 19. Other Vehicles Prohibited.

It shall be unlawful for the driver of any vehicle other than a bus to stand or park in an officially designated bus stop, or for any vehicle other than a taxicab to stand or park in an officially designated taxicab stand, or for any vehicle other than a hackney to stand or part in an officially designated hackney stand, except that the driver of any passenger vehicle may temporarily stop in any such stop or stand for the purpose of and while actually engaged in the loading or unloading of passengers.

Section 20. Taxicabs prohibited from Parking except in Designated Places.

It shall be unlawful for the driver of any taxicab to stand or park such taxicab upon any street, avenue, alley, court, highway, or public place in the City of Fort Wayne other than at a taxicab stand, except that this provision shall not prevent the driver of any such taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.

Section 21 Call Boxes and Telephones.

It shall be unlawful for any person, firm or corporation to install, use or occupy any portion or part of any street, alley or public place in the City of Fort Wayne as a call box, or for telephone purposes, or to use any telephone pole, light pole, or any other pole on any street, alley, or public place, or building or structure, for the purpose of attaching thereto a telephone or call box for the purpose of telephone communication, or use any such telephone or call box for the purpose of tlephoning, unless,a permit is granted by the Board of Public Works, and only upon the Consent of the owners of real,estate within a radius of Seventy-Five (75) feet from such call box or telephone. Such permit may be revoked at any time by the giving of ten (10) days' notice by the Board of Public Works. This Provision shall not apply to police call or fire alarm boxes. Provided, however, that to continue any such phone or call boxes now installed, it shall not be necessary to obtain the consent of the owners of real estate as herein provided, but such phones must be removed within ten days upon the giving of any notice by the Board of Public Works of the City of Fort Wayne.

Section 22. Adequate Service and Facilities.

Any person, firm or corporation authorized to operate taxicabs in the City of Fort Wayne shall keep said taxicabs clean, properly ventilated and heated, provided with comfortable seats, in good repair, and painted and decorated so as to present an attractive appearance, both on the outside and inside of said taxicab.

Any person, firm or corporation authorized to operate taxicabs in the City of Fort Wayne shall furnish reasonably adequate service and facilities. It shall be unlawful for any person, firm or or corporation authorized to operate taxicabs in the City of Fort Wayne to refuse to respond to calls by patrons, unless the patron is immediately notified that taxicabs are not available to render the service required by the patron. In the event a call is accepted to serve a patron and it is subsequently determined that taxicabs are not available to serve the patron, said person, firm or corporation operating said taxicab shall immediately inform the patron that said service cannot be rendered in order to permit the patron to make other arrangements for transportation service.

Section 23. Penalties.

Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding Three Hundred($300.00) Dollars to which may be added imprisonment for a period of not exceeding Thirty (30) days.

Section 24. Saving Clause.

In the event that any part of this ordinance shall be declared to be invalid by any Court of competent jurisdiction, such judgment of such Court shall not affect the validity of the remainder of this ordinance.

Section 25. Repeal Clause.

GENERAL Ordinances Numbered 1660, 1727, 1796, 1854, 1921, 2067, 2097, and all other ordinances or parts of ordinances of the Common Council of the City of Fort Wayne in conflict therewith are hereby repealed.

Section 26. Effective Date

This ordinance shall become effectice on the 1st day of May, 1943, after its passage and approval by the Mayor and publication thereof as required by law.

Paul C Wolf

The Ordinance was read thethird time in full and on motion was now passed by the following vote: Ayes------9-----Nays----None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of April 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2104.

Ben F.Bennett
President

Leonard H. Allenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of April 1943.

Leonard H. Allenwood
City Clerk.

Approved this 14th day of April 1943.

H.W. Baals
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2105

AN ORDINANCE ratifing and approving a certain contract and agreement made and entered into by and between HAGERMAN CONSTRUCTION COMPANY, a co-partnership, consisting of Theodore F.Hagerman and William O Hagerman, co-partners, and the CITY OF FORT WAYNE, of ALLEN COUNTY, Indiana, by and through its Board of Public Works.

WHEREAS, on the 23rd day of March, 1943, Hagerman Construction Company a co-partnership, consisting of Theodore F. Hagerman and William O.Hagerman, co-partners, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the construction and installation of One 48" Reinforced concrete water line, which contract and agreement are more fully set forth in the said contract, to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 23rd day of March, 1943, by and between Hagerman CONSTRUCTION COMPANY, a co-partnership, consisting of THEODORE F.HAGERMAN and WILLIAM O. HAGERMAN, co-partners, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, Indiana, by and through its Board of Public Works, hereinafter referred to as the Party of the Second Part,

WITNESSETH:

The Party of the First Part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the installation of one 49" reinforced concrete water line in accordance with plans and specifications #23, contract #22, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of payment by the City of Fort Wayne as follows:

Thirteen Thousand Eight Hundred Forty-One ($13,841.00) Dollars.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the Party of the First Part and submitted to the Party of the Second Part on or about the first of each month. The Engineers of the Party of the Second Part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the Party of the First Part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the Party of the First Part shall have fully complied with all of the terms of the contract and after the Engineers of the Party of the Second Part shall have approved the completed work, and after the Party of the Second Part shall have accepted the work.

The Party of the First Part agrees to complete said contract within sixty(60) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana.

The Party of the First Part agrees to pay and to require of his sub-contractors that they wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages, as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By: H.W.BAALS
Mayor

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

DAVID LEWID

JOHN H. JOHNSON
Members of the Board of Public Works
Party of the Second Part

ATTEST:

CHAS. F.HESS.
Secretary

Approval as to form and legality

WALTER E. HELMKE
City Attorney

HAGERMAN CONSTRUCTION COMPANY
By: THEODORE F.HAGERMAN Partner
BY: WM.O.HAGERMAN Partner

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the foregoing contract made and entered into by and between Hagerman Construction Company, a co-partnership, consisting of Theodore F.Hagerman and William O. Hagerman, co-partners, and the City of Fort Wayne, by and through its Board of Public Works, for the construction and installation of one 48" reinforced concrete water line, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinace shall be in full force and effect from and after its passage and approval by the Mayor.

Edw.H.Fisher

The Ordinance was the third time in full and on motion was now passed by the following vote.

GENERAL ORDINANCE NO. 2105 (continued)

Ayes--------9---Nays-------- --0-----

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 13th, day of April 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No.2105.

Ben F.Bennett
President

Leonard H.Ellenwood
City Clerk

Presented to the Mayor for approval on the 14th, day of April 1943.

Leonard H.Ellenwood
City Clerk

Approved this 14th day of April 1943.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2106

AN ORDINANCE ratifying and approving a contract entered into on the 23d day of April, 1943 by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "Ownwer", and Santucci Construction Company, hereinafter called the "Contractor",

WHEREAS, heretofore on the 23d day of April, 1943, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "Owner", entered into a contract with the Santucci Construction Company, hereihafter called the "Contractor", which contract is in the following words and figures to-wit:

CONTRACT FOR WATER FEEDER MAIN SYSTEM
INDIANA 12-104
FOR THE CITY OF FORT WAYNE, INDIANA

This CONTRACT, Made this 23rd day of April, 1943, by and between Santucci Construction Company, Skokie, Illinois, a corporation organized and existing under the laws of the State of Illinois, hereinafter called the "Contractor," and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools,materials, expendible equipment, transportation services,bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of a Water Feeder Main System in the City of Fort Wayne, identified in these contractual documents as Contract Indiana 12-104, all in strict accordance with the contract documents, including any and all addenda and specifications, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do every- thing required by this contract and the other documents constituting a part hereof. Said work shall consist of the the following, to-wit:

One (1) Water Feeder Main system consisting of a 24 inch main from the starting point near Superior Street and the St.Marys River on Clay Street to Hayden Street, east on Hayden Street to Hanna Street south on Hanna Street to Pontiac Street, a 16 inch main on Hanna Street from Pontiac Street to Rudisill Boulevard; and a 12 inch main on Wayne Street from Clay Street to Anthony Boulevard.

ARTICLE 11. THE CONTRACT PRICE.

The Owner shall pay the Contractor the sum of One HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED NINETY*TWO DOLLARS ($169,992.00) for the performance of said work under the Contractor's Bid "A" Lead Caulked Joints, and submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice published by the City of Fort Wayne, Indiana, on March 20th and March 27th, 1943, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, and said acceptedproposal is hereby by reference made as much a part of this contract as if repeated verbatin herein.

ARTICLE 111. NONDISCRIMINATION OF LABOR.

The Contractor further agrees:

(a) That in the Hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment related;

(b) That neither the Contractor, Subcontractor, nor any personon his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and,

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE V. COMPONENT PARTS OF THIS CONTRACT.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatin, or if not attached, as if hereto attached.

1. Advertisement.
2. Instructions to Bidders.
3. Contractor's Bid - Indiana 12-104.
4. Bidder's Bond.
5. Non-Collusion Affidavit.
6. Performance Bond
7. Standard Questionnaire & Financial Statement.
8. General Conditions, Section1.
9. General Conditions, Section 2.
10. Detailed Specifications- Indiana 12-104.
11. Addendum #1 to Indiana 12-104.
12. Addendum #2 to Indiana 12-104.
13. Addendum #3 to Indiana 12-104.
14. Addendum #4 to Indiana 12-104.
15. This Contract.

ARTICLE V1. PAYMENTS TO CONTRACTOR

Not later than the 15th day of each calendar month the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner will retain Fifteen (15) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Owner, at any time after Fifty (50) per cent of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full.

ARTICLE V11. CONTRACT PROVISION.

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents or employees, subcontractors or thier employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE V111. CONTRACT SECURITY.

The Contractor shall furnish a surety bond in an amount at least equal to 100 per cent of the contract price as security for the faithful performance of this contract and for the payment of all persons perfroming labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond shall be a duly authorized sureety company satisfactory to the Owner.

ARTICLE 1X. CONTRACTORS' AND SUBCONTRACTORS' INSURANCE.

The Contractor shall not commence work under this contract until he has obtained all the insurance requited under Section 1 of the General Conditions and such insurance had been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

ARTICLE X. SCALE OF WAGES.

The Contractor agrees to pay and require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

ARTICLE X1. PAVEMENT REPLACEMENT.

The Contractor shall furnish and replace all pavement removed for the purpose of installing the water mains, fittings or other equipment as provided for in the Detailed Specifications.

ARTICLE X11. APPROVAL OF CONTRACT BY COMMON COUNCIL.

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding upon the Owner unless and until it shall have first been approved by the Common Council of the Owner, and should the Common Council fail to approve the same within ninety(90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned,each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: H.W.BAALS Mayor

BOARD OF PUBLIC WORKS
ROBERT G. BEAMS
DAVID LEWIS
JOHN H.JOHNSON

SANTUCCI CONSTRUCTION COMPANY
BY: NICHOLAS SANTUCCI
PRESIDENT
BY: D.M. SANTUCCI(Secretary)

Attest:
CHAS F.HESS
Secretary

Approved as to form end legality
WALTER E. HELMKE
CITY ATTORNEY

GENERAL ORDINANCE NO.2106 CONTINUED

THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That the Contract heretofore entered into on the 23rd day of April, 1943, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinbefore referred to as the "Owner" and Santucci Construction Company, hereinbefore referred to as the Contractor" as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C.Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes---------9---------Nays-------None--.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 11th, day of May 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as,

GENERAL ORDINANCE NO. 2106.

Ben F.Bennett
President

Leonard H.Ellenwood
City Clerk

Presented to the Mayor for approval on the 12th day of May 1943.

Leonard H Ellenwood
City Clerk.

Approved this 13th day of May 1943.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2107

AN ORDINANCE authorizing the amendment of a Cooperation Agreement between the City of Fort Wayne Indiana, and The Housing Authority of the City of Fort Wayne, Indiana.

WHEREAS, on December 22, 1939, the City of Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indian, entered into a Cooperation Agreement in connection with the development of a low rent housing project designated as Project No. IND 3-1; and

WHEREAS, in the said agreement the City agreed that as a part of such Project it will eliminate by repair or improvement on the part of the owner, or by demolition, condemnation or effective closing, a number of unsafe or insanitary dwelling units within its jurisdictional limits, at least equal in number of dwelling units to be provided in said Project to be undertaken by the Authority; and in computing the number of unsafe or insanitarymdwelling units eliminated under the terms of the aforesaid Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under the Agreement from the date thereof and within one year after the Project is shustantially ready in its entirety for occupancy; and,

WHEREAS, due to the acute housing shortage resulting from the war activities in the City, it is deemed advisable to defer such eliminations and amend the aforesaid Agreement to this effect;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, Indiana, shall enter into an amendment of the Cooperation Agreement, dated December 22, 1939, between the said City o f Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indiana, and which amendment shall be in substantially the following form:

AMENDMENT OF COOPERATION AGREEMENT

The Cooperation Agreement entered into on December 22, 1939, between the City of Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indiana, with respect to Project No.IND 3-1 is hereby amended by deleting therefrom all of Paragraph (2) and inserting in lieu thereof the following:

(2) In consideration therefor, the City agrees that as a part of such Project, it will eliminate by repair or improvement on the part of the owner, or by demolition, condemnation, or effective closing, a number of unsafe and insanitary dwelling units within its jurisdictional limits at least equal in number to the number of dwelling units to be provided in said Project to be undertaken by said Authority. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partby in one of these ways and partly in another:

(a) By inducing private owners voluntarily to repair and improve such dwellings so as to make them safe and sanitary; or

(b) By inducing private owners voluntarily to demolish or effectively close such dwelling units; or

(c) By causing the compulsory repair or improvement,demolition, or effective closing of such unsafe and insanitary dwelling units; or

(d) By demolishing dwelling units which are on landacquired by the City including demolition of shuch dwelling units on land purchased for such Project uses.

"In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from December 22, 1939, to one year from the termination of the War Housing Period as defined herein, provided, however, that all unsafe and insanitary dwelling units eliminated by the City prior to December 22, 1939, will be counted as elimination under this Agreement if it is satisfactorily established that such elimination was undertaken in anticipation of the execution of this Agreement or in anticipation of the development of the Project. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, lack of ventilation or sanitation facilities, or any conbination of these factors, it is detrimental to safety, health, or morals.

"The term, 'War Housing Period', shall be the period during which the President of the United States gas determined that there is an acute need for housing in the locality in and about the City of Fort Wayne, Indiana, to assure the availability of dwellings for persons engaged in nattional defense activities and their families.

GENERAL ORDINANCE NO. 2107 CONTINUED

Except as herein expressly provided all provisions of the Cooperation Agreement executed on December 22, 1939, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indiana, have respectively caused this amendment of the Cooperation Agreement to be duly executed in triplicate as of the _____ day of _____ 1943.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

Seal
ATTEST

_____
City Clerk.

THE HOUSING AUTHORITY OF THE CITY OF FORT WAYNE, INDIANA

BY: _____
Chairman

SEAL

ATTEST:

_____
Secretary Treasurer

Section 2. That the Mayor of the City of Fort Wayne, Indiana, on behalf of the City of Fort Wayne, Indiana, is hereby authorized and directed to execute in triplicate the amendment of the Cooperation Agreement entered into between the City of Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indiana, in substanially the form set forth in Section 1, and the Clerk of the City of Fort Wayne is hereby authorized and directed to impress the corporate seal of the City of Fort Wayne, Indiana thereon, and to attest the same.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes------- -9-------Nays --------None-----.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of May 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE No. 2107.

BEN F.BENNETT
President

LEONARD H ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 12th day of May 1943

LEONARD H ELLENWOOD
City Clerk

Approved this 13th day of May 1943

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2108

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain used machinery owned by the Municipal Electric Light and Power Works of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works be and hereby is authorized to sell the following machinery, to-wit:

A. One General Electric Turbine, Serial No.13377, 3000 Kilowatt, 3600 Revolutions per minute, 200 pounds steam pressuer at the temperature of 500° F. This turbine is condensing steam outlet pressure type withh condensing outlet temperature. Water rate approximately 20 pounds.

B. One General Electric Generator, Serial No.1181374, Type ATB, Form HT, 941 Amps, .8 Power Factor, 3000 Kilowatts, 2300 Volts Delta connected, 3600 Revolutions per minute, Field Serial No.558692.

C. One Westinghouse Condenser, Serial No.1325, 5300 squate feet of tube area with the capacity of 50,000 pounds of steam per hour, equipped with 1592 tubes of 3/4"O.D. Diameter, tube length 17' 1-3/4" No.18 Gauge steel.

D. One Westinghouse Condenser Cooling Water Pump equipped with one General Electric Induction Motor, 3 phase, 60 Horse Power, 440 volts, Type MT343, 1200 Revolutions per minute, 60 cycles.

E. One Ingersoll-Rand Condensate Pump, Serial No.77530, with a 116 gallons per minute capacity at 120 ft.head: directly connected to a General Electric Induction Motor, Model No.5KF326B939, 15 Horse Power, 1750 Revolutions per minute 400 volts, 3 phase 60 cycles.

F. Steam Jet Air Pumps in Air Extration equipment consisting of one Westinghouse-LeBlanc Whirling Water Air Pump.

G. One General Electric Control Panel cinsisting of AC Ammeter Scale 0-1200 amps, Power Factor Meter 60-100-60, Polyphase Wattmeter Scale 0-4500, Watthourmeter Type DS-5, AC Voltmeter Scale 0-3500, DC Ammeter Scale 0-400, Speed Indicator, Ammeter Transfer Switch, Synchronizing Plugs, Governor Control Switch, Oil Circuit Breaker Control Switch, Rheostate Control Switch and Field Breaker Control Switch.

H. One General Electric Oil Circuit Breaker Type F, Form K-12, Rating 7500 volts at 1000 amps, operating mechanism - 125 volt solenoid switch.

I. One General Electric Field Rheostat, motor operated, Form CR 8422- DL 1912565, Grid Rating DL 1912665.

J. Two General Electric Current Transformers 1200/5 amps and Two General Electric Potential Transformers 2300/115 volts.

K. Three Disconnect Switches, 1200 amps, Single pole, Hook stick operated.

L. 60' of 20" cast iron flange pipe on the Condensing Water Discharge Line.

Section 2. That the said Board of Public Works through the City Attorney file in Circuit Court a petition for the appointment of appraisers to appraise said property.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes--------9-------Nays None------.

We HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of July 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2108.

Ben F Bennett
President

Leonard H Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of July 1943.

Leonard H Ellenwood
City Clerk

Approved this 30th day of July 1943.

H.W.Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2109

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne and the City Comptroller of the City of Fort Wayne, to execute a quit-claim deed to certain real estate.

WHEREAS, on April 12, 1937, the City Comptroller purchased at tax sale the following described real estate, to wit:

Lot Number 156 Eureka Park Addition to the City of Fort Wayne, Allen County Indiana, for delinquent assessments on said parcel of land in the amount of Sixty-three Dollars and Thirty-four cents ($63.34); and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to Louis F.Crosby City Comptroller", and was recorded on May 18, 1937; and,

WHEREAS, it is the desire of the former owner of said lot, Theodore H.Grepke, to re-purchase said lot, and the purchaser desires to pay to the City of Fort Wayne the amount of the Delinquent assessments, costs and interest; and,

WHEREAS, it is necessary to execute a quit claim deed to clear the title to said real estate;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the Mayor of the City of Fort Wayne and the City Comptroller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quit claim deed to the following described real estate, to-wit:

Lot Number 156 Eureka Park Addition to the City of Fort Wayne, Allen County, Indiana, upon the receipt of the sum of $90.00, being Barrett Law Assessments due on said lot, costs and interest.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes ----- 9------ Nays-----None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of August 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2109.

Ben F Bennett
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 12th day of August 1943

Leonard H Ellenwood
City Clerk.

Approved this 12th day of August 1943

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2110

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne, to execute a quit-claim deed to certain real estate.

WHRERAS, On April 18, 1938, the City Controller purchased at tax sale the following described real estate, to-wit:

Lot Number 27, Block Number 4, Wayne Wood Heights Addition to the City of Fort Wayne, Allen County, Indiana, for Delinquent assessments on said parcel of land in the amount of Ten Dollars and Eighty-two cents ($10.82); and ,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payments of Barrett Law Bonds from being barred by the statute of limitations; and ,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana", and was recorded on April 6, 1942; and,

WHEREAS, Bob Keller Bui lders Inc, desires to purchase said lot and said purchaser desires to pay to the City of Fort Wayne the amount of delinquent assessments, costs and interest; and,

WHEREAS, it is necessary to execute a quit claim deed to clear the title to said real estate;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quit claim deed to the following described real estate, to-wit:

Lot Number 27, Block Number 4, Wayne Wood Heights Addition to the City of Fort Wayne, Allen County, Indiana,
upon the receipt of the sum of $25.00, being Barrett Law Assessments due on said lot, costs and interest.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes-----9-------Nays None.

XXXX

We HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of August 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2110

Ben F Bennett
President

Leonard H Ellenwood
City Clerk.

Presented to the Mayor for approval on the 12th day of August 1943.

Leonard H Ellenwood
City Clerk.

Approved this 12th day of August 1943.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2111

An Ordinance fixing the tax levy for City purposes for the year 1944.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of seventy-nine cents (.79) upon each One Hundred Dollars of assessed valuation of all property within the copporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1944, same to be divided as follows.

General Fund	$ .33
Sinking Fund	.03
Police Pension Fund	.04
Firemen's Pension Fund	.043
River Improvement & Flood Prev	.01
Fort Wayne Art School	.002
City Plan and Zoning	.002
Aviation Fund	.013
Park General	.089
Park Playground & Recreation	.031
Park Tree Preservation	.01
North Side Track Elevation	.02
Street Repair & Rehabilitation	.07
Sewer Relief	.10
	$ .79

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during said year 1944.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H. Knoche

The ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes------- --8--------- Nays-------None. Council the adjourned.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 24 day of August 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
General Ordinance No. 2111.

Ben F. Bennett
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 26th day of August 1943.

Leonard H Ellenwood
City Clerk.

Approved this 26th day of August 1943.

H. W. Baals
Mayor

7PBJX

GENERAL ORDINANCE NUMBER 2112

An Ordinance approving a contract with Berghoff Brewing Corporation.

Whereas, heretofore, to wit: On the 19th day of August 1943, the City of Fort Wayne, by and through its Board of Public Works, entered into the following contract with Berghoff Brewing Copporation, an Indiana Corporation, to wit:

AGREEMENT

THIS AGREEMENT, made this 19th day of August, 1943, by and between City OF FORT WAYNE by and through its Board of Public Works, hereinafter designated First Party, and Berghoff Brewing Corporation, hereinafter designated Second Party, WITNESSTH, That

WHEREAS, heretofore on the 7th day of May, 1906, First Party and Berghoff Brewing Company entered into an agreement by the terms of which First Party consented to, permitted and authorized the construction and maintenance by said Berghoff Brewing Company, of a sidetrack connection the main tracks of the New York, Chicago & St. Louis Railroad Company with the manufacturing plant of said Berghoff Brewing Company, in order that the shipping to and from said plant of Berghoff Brewing Company could be facilitated, and

WHEREAS, the Second Party hereto is a successor of said Berghoff Brewing Company, and

WHRREAS, by the terms of said contract, consent, permission and authority given by First was to continue for a period of thirty-five (35) years from the date of said contract, and

WHEREAS, said period of thirty-five (35) years has now elapsed,

NOW, THEREFORE, in consideration of the covenants and agreements to be performed and complied with by Second arty as herein provided, consent, permission and authority are hereby granted and given by First arty to Second arty to continue to maintain the single track railroad across Wayne Street and the alley running east and west bewteen Wayne and Washington Streets and bewteen Lots 130 and 143 in White's First Addition to the City of ort ayne and also across Washington Street and along and upon the alley running north and south bewteen Grant and Wabash Avenues from Washington Street to the South Line of Lot 80 in said additon in said city, in accordance with a plat hereto attached and made a part hereof and on which plat the line and route of said track is marked and disignated by the red line thereon.

It is understood and ggreed that the consent, permission, and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so asto conform with the established grade of the streets and alleys hereinbefore named as such grades shall from time to time exist and in such manner as to in no way be impediment to the ordinary and proper use thereof, for all purposes by the public in passing along, upon and across said track at any point thereon,

That said track, and the rails thereof, shall conform with the grades of the streets and alleys now established, or to be hereafter established, by said city, and subject at all times to be taken up and relaid by said Second Party at its own expense, for the purposes of regrading, paving, repaving or repairing such streets and alleys, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvements.

And in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said atreets or alleys as above provided, said Board shall notifysaid econd Party that it is, in the opinion of said Board, necessary to take upsaid track for any of said purpose, or that said track does not conform with the grade of said alleys or streets, as the case may be, and said Second arty shall take up said track for such purpose, within such time and for such length of time, as the said Board may in said notice require, in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, or alley, and upon the failure of Second arty so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cpst thereof to said Second arty, and in Case said Second arty shall fail to pay such cost or expense within thirty (30) days from the time aaid Board shall have rendered a bill therefor, the said City shall have a right of action to recover such cost or expense against said Second arty, together with a reasonable attorney fee for the collection thereof.

2. If said streets or alleys, or any of them, are hereafter paved or repaved, said econd arty shall pay for so much thereof as lies between the rails of said track, and for a space of two feet on both sides thereof, and in case any of such pavements are constructed or reconstructed said tracks shall be removed and relaid to conform with the grade of such street or alley as paved, and a foundation laid, at the expense of Second arty, under the ties of such track of six inches of concrete. That Second Party shall repair said parts of said streets and alleys in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portions of said streets and alleys in a good condition of repair.

3. That said Second arty shall not, at any time haul, or allow to be hauled, to exceed five (5) cars over and along any part of the track herein authprized to be maintained, and shall not load or unload any ars or leave the same to stand upon any of said tracks at any of the street or alley crossings along the line of said track.

4. The Second arty shall so maintain its said track in such a manner as to not in any way interfere with the drainage of the surface waters on Washington and Wayne Streets, and shall if it reconstructs said track over and across said streets, do the same under the direction of said Board of Public Works, and in the manner required by said Board.

GENERAL ORDINANCE NO.2112 CONTINUED

5. Second party further agrees and binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may acorue to any person or persons or property on account of any injury to their persons or proerty growing out of any reconstruction, maintenance or operation of said tracks, or the operation of any cars theron by any person or corporation, and in case suit shall be filed against said city on account thereof said Second Party upon notice to do it by said City, shall defend said action, at its own expense, and in the event that judgment be rendered in said action against said City, the Second Party shall pay such judgment with all costs and hold the City harmless therefrom, and said Second Pacty shall execute to the First Party a bond, with sufficient surety, to be approved by said Board of Public Works, payable to said City, in the sum of Ten Thousand Dollars (10,000) conditioned for the faithful performance by said Second Party of all the conditions and provisions contained in this contract to be performed on its part, and will from time to time, whenever desired by said Board of Public Works, renew said bond.

6. It is further agreed that if Second Party fails to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and Second Party shall foffeit all rights hereunder, and shall causemthe removal at its expense of all track that may be laid hereunder and place said streets and alleys in as good and safe condition for travel, and of the same material, as the remainder thereof are.

7. It is further understood and agreed that this contract and the provisions, thereof, shall inure to the benefit of and be binding on the successors and assigns of the Second Party.

The consent, permission and authority hereby granted shall continue for the period of thirty-five (35) years from the date herof.

WITNESS OUR HANDS AND SEALS.

CITY OF FORT WAYNE

By Robert G.Beams

David Lewis

John H Johnson
Board of Public Works

Attest:

Chas F. Hess
Secretary

BERGHOFF BREWING CORPORATION

By Victor V. Miller
Vice-Pres. & Treas.

(SEAL)

WHEREAS, said contract has benn duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore,

BE IT ORDAINED BY THE CO MMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1, That the foregoing contract, dated the 19th day of August, 1943, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, first party, and Berghoff Brewing Corporation, second party be, and the same is hereby approved and confirmed, and the Berghoff Brewing Corporation, its successors and assigns are hereby granted the rights, privileges and authority in said contract set forth in accordance with the terms provisions and conditions thereof.

Section 2. This ordinance shall take effect and be in force after its passage and approval by the Mayor.

Arno C.Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes9----------Nays None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of September 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE 2112.

Ben F Bennett
President

Leonard H.Ellenwood
City Clerk

Presneted to the Mayor for approval on the 16 day of September 1943

Leonard H.Ellenwood
City Clerk.

Approved this 17th day of September 1943.

H.W.Baals
Mayor.

7PBJX

GENERAL ORDINANCE NO.2113

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to sell certain real estate, and the improvements thereon, and authorizing the Mayor of the City of Fort Wayne to execute a conveyance for the same, attested by the City Clerk of the City of Fort Wayne, Indiana.

WHEREAS, the City of Fort Wayne is the owner of the following described real estate, to-wit:

Lots One(1) and Two (2) Volney Park Subdivision of Lillie's Outlots, to the City of Fort Wayne, Allen County, Indiana; and,

WHEREAS, said real estate and the improvements thereon are of no public use to the City of Fort Wayne; and,

WHEREAS, said real estate consists of two lots with a structure thereon; and,

WHEREAS, the value of the same exceeds the sum of One Hundred ($100.00) Dollars;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne is hereby authorized to sell the following described real estate, and the improvements thereon, to-wit:

Lots One (1) and Two(2) Volney Park Subdivision of Lillie's Outlots, to the City of Fort Wayne, Allen County, Indiana.

Section 2. That the Mayor of the City of Fort Wayne is herrby authorized to execute said conveyance, attested by the City Clerk of the City of Fort Wayne.

Section 3. That since the value of said real estate, and the improvements thereon, is in excess of One Hundred ($100.00) Dollars the City Attorney of the City of Fort Wayne is required to petition the Judge of the Circuit Court of Allen County, Indiana, to appoint three appraisers to determine the value of said real estate and improvements thereon.

Section 4. That said real estate and improvements thereon be not sold for less than the full appraised value thereof.

Section 5. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C.Wolf

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of September 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2113.

Ben F.Bennett
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 16 th day of September 1943

Leonard H Ellenwood
City Clerk.

Approved this 17th day of September 1943.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2114

AN ORDINANCE AUTHORIZING THE City of Fort Wayne, by and through its Board of Public Works, for the benefit of the City Light and Power Department of the City Utilities of the City of Fort Wayne, to purchase and acquire certain real estate and the improvements thereon, and appropriating the sum of Twenty-two Thousand Eight Hundred Eighty ($22,880.00) Dollars from the funds of the City Light and Power Department of the City Utilities of the City of Fort Wayne to pay for the purchase of said real estate and improvements thereon.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, by and through its Board of Public Works, is hereby authorized to purchase, for the sum of $22,880.00 the following described real estate and the improvements thereon, to-wit:

Parcel No. 1. Lots Numbered 125 to 141, both inclusive, and Lots Numbered 152 to 165, both inclusive, in Lewis Addition to the City of Fort Wayne, Indiana, and also the vacated alley East of Lafayette Street from the North line of Virginia Street to the South Line of Toledo Street, and vacated Virginia Street from the East Line of alley East of Lafayette Street to the West Line of Monroe Streets and also vacated Clay Street from the North line of alley North of Wallace Street to the South line of Toledo Steeet.

Parcel No 2. The North 22½ feet of the West 78 feet of Lot Numbered 166 in Lewis Addition to the City of Fort Wayne, Allen County, Indiana.

Parcel No. 3. The North 22½ feet of the East 62 feet of Lot Numbered 166 in Lewis Addition to the City of Fort Wayne, Allen County, Indiana.

Parcel No.4. The South 27½ feet of Lot Numbered 166 in Lewis in Lewis Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That there is hereby appropriated from the funds of the City Light and Power of the City Utilities of the City of Fort Wayne, the sum of $22,880.00 to purchase and pay for the aforementioned described real estate and improvements thereon.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayes---------9------ Nays ------None ------.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting heldmon the 9th day of November 1943, by a majority vote of all members elect did pass the ordinance hereunto attached and known as

AGENERAL ORDINANCE No 2116.

Ben F.Bennett
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 12th day of November 1943.

Leonard H Ellenwood
City Clerk.

Approved this 12th day of November 1943.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2115

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to stop or park, or allow or permit said vehicle to stop or park for a period of longer than one (1) hour in any successive two hours upon the following street and public highway in the City of Fort Wayne, Indiana to-wit:

On the North side of Main Street from the East line of Calhoun Street to the West line of Clinton.

Section 2. That this Ordinance hereby repeals any and all Ordinances in conflict therewith.

Section 3. That any person, firm or corporation violating any of the provisions of this Ordinances shall, upon conviction , be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 4. That this Ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and its legal publication.

The Ordinance was read the third time in full and Aconom Gt Spiegel now passed by the following vote. Ayes-------9. Nays ---- None----.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23rd day of November 1943 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as,

GENERAL ORDINANCE No. 2115

Ben F. Pennett
President

Leonard H Allenwood
City Clerk

Presented to the Mayor for approval on the 26th day of November 1943

Leonard H Allenwood
City Clerk

Approved this------day of November 1943

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2116

AN ORDINANCE authorizing the transfer of Two Hundred Thousand ($200,000.00) Dollars from the City Light & Power Utility of the City of Fort Wayne, to the General Fund of the City of Fort Wayne, and appropriating the same for the use of said General Fund for the year 1944.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer from the City Light and Power Utility Funds, the sum of Two Hundred Thousand ($200,000.00) Dollars to the General Fund of the City of Fort Wayne, Indiana.

Section 2. That said sum of Two Hundred Thousand ($200,000.00) Dollars is hereby appropriated to the use of the General Fund of the said City of Fort Wayne, Indiana, during the year 1944, and in accordance with Appropriation Ordinance No. 1133, passed by the Common Council of the City of Fort Wayne, Indiana, August 24, 1943.

Section 3. That said sum of money may be transferred in monthly installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayes---------9-Nays ----------None---.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of December, 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

A GENERAL ORDINANCE No. 2116.

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 17th day of December, 1943.

Leonard H. Ellenwood
City Clerk

Approved this 17th day of December, 1943.

H. W. Baals
Mayor

GENERAL ORDINANCE NO. 2117

AN ORDINANCE ratifing and approving a certain contract and agreement made and entered into by and betweenTHE JOURNAL-GAZETTE COMPANY and the CITY OF FORT WAYNE, BY AND THROUGH its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 7th day o f December 1943, THE JOURNAL-GAZETTE COMPANY entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the printing in THE FORT WAYNE JOURNAL GAZETTE proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1944 until December 31, 1944, and to furnish thensaid City of Fort Wayne One Hundred Twenty-five (125) copies of the preceedings of each Council meeting bound on pamphlet form, and to furnish and complett, upon thhe termination of the contract One Hundred and Fifty (150) copies of the proceedings of the entire year, and more specifically set out in said contract to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 7th day of December, 1943, by and between THE JOURNAL-GAZETTE, Party of the First Part, and the City Of Fort Wayne, Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Part of the Second Part, WITNESSETH:

That the party of the first part convents and agrees to print in The Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1944 until December 31, 1944, and to furnish the party of the second part One Hundred Twenty-Five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, on December 31, 1944, One Hundred and Fifty (150) copies of the proceedings of the enture year, bound together with an index for each of said copies. One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound in cloth.

That the party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the enitre satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured, in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings; when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the first party fails to perform all the conditions required by this contract to be performed by it, the party of the second part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the party of the first part.

The party of the first part agrees that in the preosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00) payable to the City of Fort Wayne, Indiana, for the faithful perfommance of all conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said party of the second part.

In WITENSSTH WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

THE JOURNAL-GAZZETTE COMPANY,

By: F.B.Ritchey
Business Manager
By:A.F.SCHERER
Secretary
Party of the First Part
H.W.Baals
Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robert G.Beams
DAVID LEWIS

JOHN H.JOHNSON
Party of the Second Part

ATTEST
CHAS . F. HESS
Secretary

A pproved as to form and legality

WALTER E. HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the foregoing contract made and entered into by and between The Journal - Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort Wayne Journal-Gazette of the proceddings of the Common Council of the City of Fort Wayne, Indiana, fron January 1, 1944, until December 31, 1944, and to furnish the said City of Fort Wayne One Hundred Twenty-Five (125) copies of the proceddings of each Council meeting bound in pamphlet form, and to furnish and complete, upon t e termination of the contract, One Hundred and Fifty copies of the proceedings of the entire year, which contract and agreement is more fully set forth in the preamble hereto, be and the same hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ----------7 Nays---------None.

WE HEREBY CERTIFY, That The Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28 day of December 1943. by a majority vote of all members elect, did pass the prdinance hereunto attached and known as,
GENERAL ORDINANCE NO. 2117.

Leonard H.Ellenwood

President — City Clerk

Presented to the Mayor for approval on the 31 day of December 1943.

Leonard H Ellenwood
City Clerk.

Approved this 31 day of December 1943.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2118

AN ORDINACE fixing the salaries, compensation and wages of officers and employees of the City of Fort "ayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employees of the City of Fort "ayne, Indiana, shall receive the following salaries respectively from and after the first day of January, 1944.

Assistant Deputy Comptroller at the rate of Nineteen "undred Twenty (1,920.00) Dollars per year.

Cashier Barrett Law at the rate of Nineteen "undred Twenty ($1.920.00) Dollars per year.

Clerk Barrett Law at the rate of Eighteen "undred ($1,800.00) Dollars per year.

Minute Clerk,Board of Works at the rate of Thirteen Hundred Ninety-five ($1,395.00) Dollars per year.

Stenographger, Board of Works, at the rate of Fifteen "undred Sixty ($1,560.00) Dollars per year.

Bookkeeper, Board of Works, at the rate of Two Thousand Two Hundred Sixty ($2,260.00) Dollars per year.

Building Commissioner at the rate of Twenty-eight Hundred Twenty ($2,820.00) Dollars per year.

Electrical Inspector at the rate of Twenty-five "undred Twenty ($2,520.00) Dollars per year.

Plumbing Inspector at the rate of Twenty-five "undred Twenty ($2,520.00) Dollars per year.

Heating Inspector at the rate of Twenty-five "undred Twenty ($2,520.00) Dollars per year.

Smoke Inspector at the rate of Twenty-four Hundred ($2,400.00) Dollars per year.

Clerk of the Building Department at the rate of Fifteen "undred ($1,500.00) Dollars per year.

Assistant City Engineer at the rate of Three Thousand ($3,000.00) Dollars per year.

Junior Assistant City Engineer at the rate of Twenty-six Hundred Forty ($2,640.00) Dollars per year.

Draftsman, City Engineer's office, at the rate of Twenty-three Hundred Forty ($2,340.00) Dollars per year.

Instrument men at the rate of Twenty-three "undred Forty ($2,340.00) Dollars per year.

Rodmen at the rate of Eighteen "undred ($1,800.00) Dollars per year.

Clerk to the Engineer at the rate of Twenty-three "undred Forty ($2,340.00) Dollars per year.

Street Commissioner at the rate of Thirty-one Hundred Twenty ($3,120.00) Dollars per year.

Assistant Street Commissioner at the rate of Twenty-five Hundred Twenty ($2,520.00) Dollars per year.

Superintendent Asphalt Plant and Paving Chemist at the rate of Three Thousand ($3,000.00) Dollars per year.

Day Janotir City "all, at the rate of Fourteen Hundred Forty ($1,440.00) Dollars per year.

Night Janitor, City Hall, at the rate of Fifteen "undred ($1,500.00) Dollasr per year.

Consultant, City Plan Commissioner, at the rate of Two Thousand Three "undred Eighteen Dollars and Seventy-five Cents ($2,318.75) per year.

Secretary, City Plan Commissioner at the rate of Three Hundred Seventy-five ($375.00) Dollars per year.

Clerk, Board of Zoning Appeals, at the rate of Three "undred Seventy-five ($375.00) Dollars per year.

Associate City Attorney at the rate of Six Hundred ($600.00) Dollars per year.

"umane Officer at the rate of Twenty-one Hundred ($2,100.00) Dollars per year.

Attendant at "umane Shelter at the rate of Ten Hundred Eight ~~X~~($1,080.00) Dollars per year.

A Deputy City Clerk at the rate of Fifteen Hundred ($1,500.00) Dollars per year.

Secretary to the City Attorney at the rate of Teh Hundred Twenty ($1,020.00) Dollars per year

Executive Secretary Board of Safety, at the rate of Twenty-one "undred ($2,100.00) Dollars per year.

Inspector Weights and "easures at the rate of Twenty-eight "undred Twenty ($2,820.00 per year.

Weighmaster, City Scale, at the rate of Fourteen Hundred Forty ($1,440.00) Dollars per year.

Marketmaster City "arket, at the rate of Eighteen Hundred ($1,800.00) Dollars per year.

Chief of Police at the rate of Forty Hundred Eight ($4,080.00) Dollars per year.

PBJX

Captain of Police at the rate of Thirty Hundred Ninety ($3,090.00) Dollars per year.

Captain of Detectives at the rate of Thirty-two Hundred Ten ($3,210.00) Dollars per year.

Captain of Traffic at the rate of Thirty Hundred Ninety ($3,090.))) Dollars per year.

Lieutenants at the rate of Twenty-seven Hundred Sixty ($2,760.00) Dollars per year.

Sergeants at the rate of Twenty-four Hundred Thirty ($2,430.00) Dollars per year.

Detective Sergenats at the rate of Twenty-five Hundred Sixty-two ($2,562.00) Dollars per year.

Lieutenant Mechanic at the rate of Thirty Hundred Twenty-four ($3,024.00) Dollars per year.

Sergeant Mechanic at the rate of Twenty-five Hundred Sixty-two ($",562.00) Dollars per year.

Patrolmen at the rate of Twenty-three Hundred Forty ($2,340.00) Dollars per year.

Secretary to the chief atnthe rate of Eighteen Hundred Sixty ($1,860.00) Dollars per year.

Traffic Engineer at the rate of Twenty-six Hundred Twenty-eight ($2,628.00) Dollars per year.

Clerk to Traffic Engineer at the rate of Thirteen Hundred Twenty ($1,320.00) Dollars per year.

Clerk to Captain of Traffic at the rate of Sixteen Hundred Twenty ($1,620.00 Dollars per year.

Clerk to Captain of Detectives at the rate of Sixteen Hundred Twenty ($1,620.00) Dollars per year.

Traffic Clerk at the rate of Twelve Hundred ($1,200.00) Dollars per year.

Superintendent of the Signal Department at the rate of Forty Hundred Eighty ($4,080.00) Dollars per year.

Assistant Superintendent Signal Department at the rate of Three Thousand ($3,000.00) Dollars per year.

Linemen at the rate of Twenty-Six Hundred Forty ($2,640.00) Dollars per year.

Electrician at the rate of Twenty-six Hundred Forty ($2,640.00) Dollars per year.

Chief Despatcher at the rate of Twenty-eight Hundred Two ($2,802.00) Dollars per year.

Despatchers, First Class, at the rate of Twenty-four Hundred Thirty ($2,430.00) Dollars per year.

Despatchers at the rate of Twenty-three Hundred Forty($2,340.00) Dollars per year.

Radio Technician pepairman at the rate of Twenty-five Hundred Fifty ($2,550.00) Dollars per year.

Fire Chief at the rate of four Thousand Eight ($4,080.00) Dollars per year.

Battalion Chief atnthe rate of Three Thousand Hinety ($3,090.00) Dollars per year.

Master Mechanic at the rate of Three Thousand Twenty-four $$,024.00) Dollars per year.

Assistant Mechanic at the rate of Twenty-seven Hundred Sixty ($2,760.00) Dollars per year.

Platoon Captains at the rate of Twenty-seven Hundred Sixty ($2,760.00) Dollars per year.

Fire Prevention Captain at the rate of Twenty-six Hundred Twenty-eight ($2,628.00) Dollars per year.

Captains at the rate of Twenty-four Hundred Ninety-six ($2,496.00) Dollars per year.

Lieutenants at the rate of Twenty-four Hundred Thirty ($2,430.00) Dollars per year.

Firemen at the rate of Twenty-three Hundred Forty ($2,340.00) Dollars per year.

Secretary to the Chief at the rate of Sixteen Hubdred Twenty ($1,620.00) Dollars per year.

Helper, Weights & Measures, at the rate of Fifty ($50.00) Dollars per year.

Helper, City Scale, at the rate of Forty($40.00) Dollars per year.

President of Board of Public Health at the rate of Three Hundred Sixty ($360.00) Dollars per year.

Vice-President of Board of Public Health at the rate of One Hundred Eighty ($180.00) Dollars per year.

Member of the Board of Public Health at the rate of One Hundred Eighty ($180.00) Dollars per year.

Secretary of the Board of Public Health at the rate of Twenty-three Hundred Sixty-four ($2,364.00) Dollars per year.

Assistant Secretary of the Board of Public Health at the rate of Nineteen Hundred Forty($1,940.00) Dollars per year.

Nurse Isolation Hospital at the rate of Fourteen Hundred Twenty-six Dollars and Eighty Cents ($1,426,80) Dollars per year.

Public Health Nurse at the rate of Seventeen Hundred Sixteen ($1,716.00) Dollars per year.

Bacteriologist at the rate of Twenty-two Hundred Forty-four ($2,244,00) Dollars per year.

General Ordinance No.2118 Continued.

Dairy and Meat Inspector at the rate of Twenty-eight Hundred Four ($2,804,00) Dollars per year.

Detective Sergeant at the rate of Twenty-five Hundred Sixty-two ($2,562.00) Dollars per year.

Sergeants at the rate of Twenty-four Hundred Thirty ($2,430.00) Dollars per year.

Sanitary Officers at the rate of Twenty-three Hundred Forty ($2,340.00) Dollars per year.

Clinic Director at the rate of Eighteen Hundred ($1,800.00) Dollars per year.

Investigator of Clinic at the rate of Twenty-three Hundred Forty ($2,340.00) Dollars per year.

School Physicians at the rate of Five Hundred Forty ($540.00) Dollars per year.

School Nurse at the rate of Fifteen Hundred($1,500.00) Dollasr per year.

Nurse Venereal Clinic at the rate of Four Hundred Twenty ($420.00) Dollars per year.

Clerk at the rate of Thirteen Hundred Twenty ($1,320.00) Dollars per year.

Provided, however, that the salary of any fireman or policeman shall be at the rate of One Hundred Eighty-five ($185.00) Dollars per mmonth for the first six months of his employment, and at the rate of One Hundred Ninety ($190.00) Dollars per month for the second six months of his employment; thereafter at the rate of One Hundred Ninety-five ($195.00) Dollars per month of his employment.

Section 2. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be for a calendar year and shall be paid on a semi-monthly basis, and it is the intention of this Ordinance that the salaries, compensations or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes----------7 Nays ---------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28 day of December 1943, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as,
General Ordinance No.2118.

_____
President

Leonard H Allenwood
City Clerk

Presented to the Mayor for approval on the 31st day of December 1943.

Leonard H Allenwood
City Clerk.

Approved this day of December 1943

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2119

AN ORDINANCE CONCERNING CIVILIAN AND SERVICE TO SOLDIERS IN SERVICE, DISCHARGED AND DEMOBILIZED SOLDIERS AND THEIR FAMILIES.

Section 1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE that the Muncipal Defense Council, (previously) created by an Ordinance of the Common Council), and the Board of Governing Wardens, operating under the authority so given, be further authorized (in the expansion of the Affirmative phase of Civilian Defense, distinguished from the phase of Protective Service) to set up a plan of Civilian Defense Service Service to soldiers and their families. Said plan to be within the pattern of Civilian Defence created and operated by the various ordinances of the Common Council, and as defined by the actual operation of the various services by the Wardens, Governing Boards, and units. That the various Governing Board's and units set up in the operation of Civilian Defense are authorized to expand and develop their service to soldiers and their families as heretofore existing and in practice, by setting up practical plans and operating units, to aid and assist discharged and demobilized soldiers in their adjustm ent to civilian employment and tasks, and take any and all necessary steps within the authority hereinbefore and herein conferred, to create the necessary staffs and units, in the gwneral affort to assist in the rehabilitation of soldiers to civilian life. That the officials of Civilian Defense, for the purpose of carrying out the work of soldier service, are authorized to work in cooperation with any and all other govermental or other agencies engaged in the same objectives.

The method and arrangement for such cooperation in related activities is to be in the manner and under the method and plane determinde by the Civilian Defense Director, acting through the various staffs, Boards, and units now operating, or hereafter set up in the administration of Civilian Defense,

Sec 2. That the within Ordinance shall be supplemental to all laws and Ordinances concerning Civilian Defense.

Sec 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN . F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes-------9 Nays ------ None---.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indianap at a regular meeting held on the 8th day of February 1944 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as :

GENERAL ORDINANCE No. 2119.

Frank W King
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 14th day of February 1944

Leonard H Ellenwood
City Clerk

Approved this 14th day of February 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2120

An Ordinance, ratifing and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne of Allen County, Indiana. by and through its Board of Public Works and its Mayor, and C.W. McNear & Company of Chicago, Cook County, Illinois.

Wheres on the 11th day of February, 1944 the City of Fort Wayne entered into a certain contract and agreement with C.".McNear Company for the purpose of employing the said C.W.McNear & Company as its exclusive Agent and Representative in negotiatimg for the purchase of the electric properties of the Indiana Service Corporation, as more specifically set out in said contract, to wit:

CONTRACT

This Agreement, Made and enteredminto this 11th day of February, 1944, by and bewteen the City of Fort Wayne, a municipal corporation of Allen County, State of Indiana, by and through its Mayor and its Board of Public Works, hereinafter referred to as the"CITY" and C.W.McNear & Company a copartnership consisting of CHARLES W MCNEAR and CARROLL F.STEINHOFF, co-partners of Chicago, Cook County, State ofIllinois, hereinafter referred to as the "COMPANY",Witnesseth;

Whereas, the Indiana Service Corporation, which owns and operates the privately owned electric properties in and around the City of Fort Wayne, is owned by the Midland Utilities Company, a registered holding company, which owns more than 98 per cent of the outstanding common stock of the Indian Service Corporation: and,

Whereas, the reorganization of the Midland Utilities Company, which has been pending in the United States District Court for the District of Delaware since 1934, is expected to be completed and put into ellect in the near future, and the purpose and policy as stated in the Plan of its Reorganization will be to liquidate and distribute its assets, among which assets will be the electric properties of the Indiana Service Corporation through control of its voting capital stock; and,

Whereas, it is deemed advisable and necessary for the City to investigate and explore the possibility and advisability of purchasing all or such portion of the electric properties now owned by Indiana Service Corporation located in the City of Fort Wayne and the necessary equipment required for its operation that may be located outside of the City (but not including the street railway and bus system) provided said electric properties can be acquired at a fair and reasonable price and provided further that said electric properties can be profitably operated as a part of the City Utilities System of the City of Fort Wayne; and,

Whereas, the City has successfully and profitably operated a municipal light and power system for more than thirty (30) years during which time has continously increased the efficiency of its service and substantially lowered the electric rates, which has benefited all electric consumers in the area served by the City Light and Power system and which City Light and Power system has contributed substantial amounts during the past several years to the General Fund of the City of Fort Wayne, which in turn has reduced the tax rate of the City of Fort Wayne, and which system has further furnished substantial free services, including free street lighting and other free services; and,

Whereas, the City realizes that before attempting to purchase the electric properties of Indiana Service Corporation there are many important factors which must carefully be considered and analyzed in determining the desirability, practicability and feasibility of acquiring such elect ic properties, that competent, experienced advice and planning in regardc thereto will be absolutely necessary; and,

Whereas, any investigation or determination in connection with the acquisition of the electric properties of the Indiana Service Corporation must include and be founded upon a sound and comprehensive financing plan, the main purpose of which would be the acquisition by the City at the lowest possible net cost bothcin price and interest charge for such electric properties as may be decided are advisable and advantageous for the City; and,

Whereas, C.W. McNear & Company of Chicago Illinois, have been engaged in municipal financing and assisting municipalities in the purchase of utility properties for the past twenty-five years; and,

Whereas, the Company is willing to investigate the possibility of the acquisition of the electric properties of the Indiana Service Corporation, and is also willing to act as the Agent and Reprewsentative of the City of Fort Wayne in an advisory capacity on all matters in connection with this project on a contingent fee basis without any liability upon the City either directly or indirectly to compensate the Company for any services rendered, time or expenses incurred, unless the proposed acquisition is completely consummated.

Now, THEREFORE, In Consideration of the premises hereinbefore set out and the mutual hereinafter agreed to, the City and the Company mutually agree with each other as follows, to-wit:

1. The Company agrees to,cooperate in every reasonable way to assist the City and all the officials of the City and the personnel of the City Light and Power Works to determine as to what portion of the electric properties now owned by the Indiana Service Corporation would be a desirable acquisition for the City and to furnish the City such engineering, accounting and statistical data as may be necessary to assist the City in deciding the feasibility and practicability of attempting to pruchase such part thereof.

2. The Company agrees to assist and advise the City in its negotiations with the Co-Trustees of the Midland Utilities Company to ascertain at what price and upon what terms most favor-able tothe City such part of said electric properties of the Indiana Service Corporation can be purchaeed by the City. The Company agrees to do all things necessary to aid the City in reaching and completing an agreement with the owners regarding the purchase of such electric properties.

3. The Company agrees to assist the City in deciding whether or not that protion of the electric properties which the City desires to acquire would be an advantageous purchase at the price and upon the terms it can be acquired. The Company agrees to furnish the City such information and data prepared and compiled by experienced specialists as will be helpful to analyze all the pertinent factors regarding the comtemplated purchase, including, if desired, an engineering appraisal of the present value as a going concern of such portion of the property, prepared from the books and records of the company by cometent engineers of recognized ability and experiences in evaluating public utilities. It is agreed that this information will include an analysis of anticipated income under public ownership based upon the operating results of the present owners, the advantages of unified operations of the combined properties, the elmination of such charges as will be non-recurring under city ownership and an analysis of existing contracts for the purchases of power and such other data or information as may be reasonably necessary to determine the feasibility and practicability of the purposed purchase.

4. The Company agrees that if in the negotiations between the City and the Co-Trustees of the Midland Utilities Company it develops that the owners are willing to devide the electric properties owned by Indian Service Corporation and sell separately that protion which the City shall determined would be a desirable and advantageous acquisition and will not agree to sell unless all of the properties owned by Indiana Service Corporation are sold as a unit, it will undertake to find other responsible purchasers to buy and pay for such part of the properties which the City may not legally own or for any reason does not desire to acquire, simultaneously with the payment by the City for the portion it purchases, thereby making possible the sale and transfer of all of the properties owned by the Indiana Service Corporation as a single Transaction. The total amount received from the sale of any such property to others than the City shall be deducted from the total purchase price of all the properties owner by the Indiana Service Corporation, thereby enabling the City to acquire that portion of the property the City wishes to purchase at the lowest possible cost to the City.

5. The Company agrees to retain Chapman and Gotler of Chicago Illinois, attorneys of outstanding reputation for ability and exprience in the practice of utility and municipal law, to make a study of the various legal problems involved in the proposed acquisition and the financing incident thereto, including the setting up of ~~the~~ a plan of procedure and the prepartion of all documents and proceedings, subject to the approval of the legal Department of the City of Fort Wayne, incident to such acquisition and financing as may be necessary in the proposed acquisition.

The Company agrees to make the services of Chapman and Cutler available to the legal Department of the City of Fort Wayne in any and all other legal matters pertaining hereto in the event they desire to confer with said Chapman and Cutler in connection with the matters, and assist on all matters throughout the transaction including advice and assistance in the event of any litigation, friendly or otherwise, which may be instituted in connection herwith, and to render any assistance which they may properly give in obtaining the approval of any State or Federal Boards or Commissions.

6. The Company agrees to outline in detail a practical financing plan under which the City will secure the necessary funds to pay the purchase price, including plan of procedure incident there to. All details incident to the issuance of any bonds or other evidences of indebtedness issued in connection with the propósed acquisition, including interest rates, maturities, rights of redemption and all covenants, commitments and agreements shall be as approved in every respect by the City and the Legal Department of the City of Fort Wayne. Such bonds shall not be secured by any pledge of the City's general credit or taxing power, but shall be payable solely from the income or revenues derived from the operation of the electric utility. It is understood there shall be no restrictions or limitations in the statute or ordinance under authority of which such bonds will be issued which can in any way interfere with the City's continuing to transfer surplus earnings to the General Fund, as has been its practice for several years.

7. It is understood and agreed between the Company and the City that in the event the electric properties herein referred to are acquiredand bonds are issued to pay for said acquisition that the Company representing the City as its financial adviser and consultant in connection with this transaction shall not directly or indorectly become a bidder for or purchaser of such bonds.

8, The Company agrees that it will advise and assist the City in the said bonds to the end that they will become marketable at the highest price with the lowest interest cost under the then prevailing market condictions. The Company agrees that it will assist in the preparation of a form of advertisement offering such bonds at public sale and will prepare a detailed prospectus which shall include all partinent information regarding the proposed issue as may be reasonably required by all interested bidders, including a statement by Chapman and Cutler that they have approved the proceedings and will issue and furnish to the successful bidder at the bidder's expense their unqualified opinion approving the validity of the issue and the security therefor. The Company also agrees that it will ~~have~~ have prepared at its own expense and furnish to the City the necessary blank bonds ready for signature

9. The Company agrees that it will also retain Chapmanand Cutler to assist and cooperate with the Legal Department of the City of Fort Wayne in every reasonable way in the preparation of any applications required to be made to or proceedings before the Securities and Exchange Commission, Federal Power Commission, Public Service Commission of Indiana, or any other Federal or State regulatory body.

10. The Company agrees that it will give the City the full benefit of its experience and advice throughout the progress of the transaction and subject to the provisions of this agreement cooperate to the fullest extent possible in every action necessary to the end that when an agreement for the purchase of the property has been made, consummation of the acquisition will be effected as expeditiously as possible.

11. It is understood and agreed between the Company and the City that in the event the City decides to acquire the electric properties of the Indiana Servide Corporation, the City agrees that it will adopt all proceedings and take all actions necessary to authorize it to enter into an agreement with the owners for such acquisition and will enter into such agreement with the owners as may become neccessary, subject to the approval of the Common Council of the City of Fort Wayne.

12. It is agreed by the City that as soon as an agreement for the purchase of the electric properties of the Indiana Service Corporation shall ahve been entered into it will adopt all proceedings and take all action necessary for the authorization and issuance of the securities in an amount sufficient to pay suchagreed purchase price, including the cost of any improvements, extensions or additions thereto as may then be deemed as desirable by the City and to pay the fee of the Company, which fee is to be paid to the Company as hereinafter provided.

13. It is understood by the Company and the City and recognized that the success of an involved transaction of the kind contemplated by this agreement must be dependent upon complete cooperation and confidence between the Company and the City. The Company agrees to incur the expenses and to devote its best efforts to the completion of the transaction upon the most advantageous terms which can be otained for the City, and the City agrees that it will do everything to insure the success of the transaction and will, during the period covered by this agreement, recognize the Company as its only representative in respect to this transaction.

The Company agrees that it will consider itself to be working exclusively with and for the City in the negotiations with the owners of the Indiana Service Corporation, and will accept no commission or compensation of any kind from any other source.

14. It is specifically agreed and understood between the City and the Company that all obligations herein undertaken by the City are conditional; that is, if the City of Fort Wayne by and through its Mayor and the Board of Public Works and the Common Council of the City of Fort Wayne determines at any time it is not for the best interests of the City and its citizens for any reason whatsoever to consumate the purchase as herein contemplated the City shall not be obligated to pay the Company any part of the fee hereinafter provided for, nor reimburse the Company for any expenese whatsoever incurred by the Company.

15. It is agreed between the Company and the City that when such portion of the electric property now owned by the Indiana Service Corporation as the City decides to purchase is paid for and the title thereto transferred to the City, as herein contemplated, the City agrees that it will pay to the Company as compensation for services rendered and expenses incurred by the marketing Company in connection with the project but not including the marketing to others of that property not desired by the City, as outlined in this agreement, an amount equal to three-quarters of one cent (3/4 of 15) of the price paid by the City for that portion of the property it acquires and in addition to pay to the Company as commission and expenses for finding purchasers to buy such parts of the property which the City cannot legally or does not wish to won and as an inducement to the Company to use its best efforts to secure the highest prices therefor, thereby enabling the City to acquire that protion of the property it wishes to purchase at the lowest possible cost to it, an amount to be computed as follows:

On all or any part of each $500,000 realized from such sales to others the following commissions:

On the first $500,00	None
On the second $500,000	None
On the third $5000,000	1 Per Cent
On the fourth $5000,000	1-1/2 Per Cent
On the fifth $5000,000	2 Per Cent
On the sixth $5000,000	2-I/2 Per Cent
On all additional amounts in excess of the foregoing	3 Per Cent

It is understood and agreed that the total compensation to be paid to the Company for services and expenses incident to this project, including commission on sales to others as herein provided, shall in no event exceed an amount equivalent to one and one-half per cent (1-1/2%) of the price paid by the City for that portion of the property it acquires and that such compensation shall be paid to the Company simultaneously with the transfer of the property to the City and shall be considered as part of the cost of acquisition of the property purchased by the City and may therefore be included as such in the financing of said project.

16. It is mutually understood and agreed that this contract shall remain in full force and effect until the completion of the acquisition and financing for which it is entered into; provided, however, that if by March 1, 1945, an agreement for the purchase of the property shall not have been entered into between the City and the owner thereof, the City or the Company may be written notice to the other declare this agreement to be rescinded and no longer in effect; provided further, however, the City agrees that if it should purchase any part of the property now owned by the Indiana Service Corporation within two (2) years from the date hereof, that the Company shall be paid a fee as contemplated and provided for in Section 15 hereof.

17. This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

18. To each of the conditions and stipulations of this contract, the undersigned, each for itself,binds itself, its successors and assigns.

IN WITNESS WHEREOF, the City and the Company have hereunto setttheir hands and seals the day and year first above writte,

CITY OF FORT WAYNE
By: H."Baals
Mayor of the City of Fort Wayne
Board of Public Works
By: Robert Beams
By David Lewis
By: John H Johnson

ATTEST:
Chas F Hess
Secretary
Approved as to form and legality

Walter E Helmke
City Attorney

Partner C.W.MCNEAR & COMPANY
By: Carroll F Steinhoff

PBLX

GENERAL ORDINANCE NO. 2120 Continued

Be It Ordained By The Common Council Of The City Of Fort Wayne Indiana:

Section 1. That the foregoing contract and agreement mane and entered into by and between the /City Of Fort Wayne and C.W.McNear & Company for the purpose of employing said C.W.McNear & Company as the sole and exclusive Agent and Representative of the City of Fort Wayne in the acquisition of the electric properties of the Indiana Service Corporation in the City of Fort Wayne, which contract and agreement is more fully set forth in the preamble hereto, be and the same is in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles Moellering

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayes ---------9 Nays----------None.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana at a Special Meeting held on the 1st day of March 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as,

General Ordinance No.2120.

Frank W Ming Jr
President

Leonard H Allenwood
City Clerk.

Approved this 4th day of March 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2121

An Ordinance ratifing and approving a certain contract made and entered into by and between Roy.D.Hege, and the City of Cort Wayne, Indiana, a muncipal corporation of Allen County, Indiana, by and through its Board of Public Works.

Whereas, on the 14th day of March 1944, Roy D.Hege entered into a contract with the City of Fort Wayne, by and through its Board Of Public Works, for the raising and the strengthening of the Edgewater Dike from the West property line of Tecumseh Street to the south property line of Columbia Avenue in the City of Fort Wayne, Indiana, which contract and agreement are more fully set forth in said contract to-wit:

CONTRACT

This Agreeemnt, Made and entered into this 14th day of March, 1944, by and between Roy D.Hege, hereinafter referred to as the CONTRACTOR" and the City of Fort Wayne, a municipal corporation, of Allen County, Statenof Indiana, by and through its Board Of Public Works, hereinafter referred to as the "City", Witnesseth:

1. The Contractor covenants and agrees to furnish all equioment and material for the raising and the strengthening of the Edgewater Dike from the west property line of Tecumseh Street to the south property line of Columbia Avenue in the City of Fort Wayne, Indiana. The Contractor agrees to do all work that may be necessary and to perform the same in a proper and workmanlike manner, in accordance with the details, drawings and specifications on file in the office of the Board of Public Works of said City, and in conformity with the plans and specifications prepared by the City Engineer of said City and approved by the Board of Public Works on the 15th day of February, 1944, which general palns and specifications and supplemental plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length.

2. The Contractor agrees to furnish all labor, equipment and materials to complete said work.

3. In consideration of the performance of said work the City agrees to pay to the Contractor the sum of Three Thousand Four Hubdred ($3,400.00) Dollars.

4. A written estimate of the value of the work performed and completed may be made by the Contractor and submitted to the City on or about the first of each month. The Engineers of the City will check and approve, or check, revise and approve the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers of the City, Eighty-five (85) per cent of the value of the work performed and completed less all previous payments, shall be paid to the Contractor. The final payment shall be due and payable only after the contractor shall have fully complied with all the terms of the contract after the Engineers of the City shall have approved the cpmpleted work and after the City, by and through its Board of Public Works, shall have accepted the work.

5. The Contractor shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a wwonkmanlike manner all the work required under the terms of this contract.

3.

GENERAL ORDINANCE NO. 2121 continued

6. The Contractor further agrees that in the hiring of employees for the performance of work on this contract or any subcontract hereunder, niether the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is quilified and available to perform the work to which the employment relates.

7. The Contractor further agrees that neither Contractor, Subcontractor, or any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the per - formance of work under this contract on account of race or color.

8. The Contractor agrees to pay and require of his Sub-Contractors that they pay, wage rates on the work covered by this contract shich shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and in accordance with the wage scale established in connection woth the improvement of the Weisser Park Sewer.

9. To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set out hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By, Harry W.Baals
Mayor

BOARD OF PUBLIC WORKS
Robert G.Beams
David Lewis
John H. Johnson

ATTEST:
Chas F.Hess
Secretary

Approved as to legality and form

Walter E Helmke
City Attorney

Roy D.Hege
Roy D.Hege

Now, Therefore, Be It Ordained By The Common Council Of The City Of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between Roy D. Hege and the City of Fort Wayne, for the raising and strengthening of the Edgewater Dike from the west property line of Tecumseh Street to the south property line of Columbia Avenue in the City of Fort Wayne, Indiana, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor:

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes --------9---Nays ---------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 28th day of March 1944, by a majority vote of all members elect, did pass the ordinance hereunto and known as

GENERAL ORDINANCE NO. 2121

President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 6th day of April 1944.

Leonard H Ellenwood
City Clerk

Approved this ------- -day of ~~April~~ 1944.

H.W.Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2122

N

An Ordinance authorizing the Mayor of the City of Fort Wayne, Indiana to execute a quit-claim deed, attested to by the City Clerk of the City of Fort Wayne, for certain real estate located in the City of Fort Wayne, Indiana.

Whereas, heretofore, on the 4th day of June, 1942, William H.Sober and Letha E.Sober husband and wife, and GENERAL HOSIERY COMPANY, by H.J. HERBST, its President, and O.H. Stiegler, its Treasurer, executed a release and quit claim for easement purpose only to the City of Fort Wayne as shown in Record 372, page 183, of the Records in the office of the Recorder of Allen County, Indiana, the following described real estate in Allen County, Indiana, to-wit:

An easement for drainage purposes across and through a portion of Lots Numbered Six (6), Seven (7), and the west forty-three and two tenths, (43.2) feet of Lot Number Eight (8) Greater Fort Wayne Industrial Addition, Section "A", described as follows:

A Temporary easement sixty (60) feet wide across the rear of the property aforedescribed for the purpose of construction an open drain. Said drain to follow in general the natural flow of the water; and

Whereas, said easement was granted for the purpose of creating a public easement for drainage purposes only so that the Works Progress Administration could perform certain work over said real estate; and,

Whereas, thenproject proposed by the Works Progress Administration was abandoned ; and,

WHEREAS, it is deemed advisable by the City of Fort Wayne to clear said aforementioned title by executing a quit-claim deed to the original grantors of said easement;

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: Section

Sectionl. That the Mayor of the City of Fort Wayne be and he hereby is authorized to execute a quit-claim deed, attested by the City Clerk of the City of Fort Wayne, Indiana, to WILLIAM H.SOBER AND LETHA E.SOBER, husband and wife, and GENERAL HOSIERY COMPANY, to the following described real estate, to-wit:

Lots Numbered Six (6), Seven (7) and the West Forty-three and two-tenths (43.2) feet of Lot Numbered Eight (8) Greater Fort Wayne Industrial Addition, Section "A", to the City of Fort Wayne, Allen County, Indiana.

Section 2. That said quit-claim deed by the City of Fort Wayne shall release and quit-claim to the said WILLIAM H.SOBER AND LETHA E. SOBER, husband and wife, and GENERAL HOSIERY COMPANY, any and all interest whatsoever in said easement heretofore granted to the City of Fort Wayne, Indiana, on the 4th day of June, 1942, as shown in Record 372, page 183, of the Records in the office of the Recorder of Allen County Indiana.

Section 3, That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C.Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes--------9-----. Nays --------None.

WeHereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th, day of May 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2122

Frank W Aing Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the loth day of May 1944

Leonard H Ellenwood
City Clerk.

Approved this 11th day of May 1944

H. W Baals
Mayor

GENERAL ORDINANCE NO. 2123

AN ORDINANCE xhanging the name of Canal Steeet to Riberbend Court between Herbert Street, and the Maumee River, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BYTTHE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the name of Canal Street, a street and public highway in the City of Fort Wayne, Indiana, be changed to Riverbend Court, between Herbert Street and Maumee River.

Section2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ———9——— -Nays — None——.

WE HEREBY CERTIFY That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 9th day of May 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and know as,
GENERAL ORDINANCE No 2123.

Frank W King Jr
President

Leonard H Allenwood
City Clerk

Presented to the Mayor for approval on the 10th day of May 1944

Leonard H Allenwood
City Clerk

Approved this 11th day of May 1944.

H.W.Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2125

An Ordinance concerning and relating to Civilian Defense, authorizing the appointment and defining the service duties oc Counselors to discharged and demobilized soldiers. As amended this 23rd day of May 1944.

Whereas, Federal and State legislation has been, or is in the course of being enacted to provide financial, educational, economic and social aid and adjustment for discharged and demobilized soldiers in an effort to solve many of the problems anticipated in their transition from the field of war back to their homes and to the tasks of peace. However, informed authorities have emphasized that legislative measures will not, in the final payoff, relieve any community of its direct obligation to make certain that the aids available from every agency will be so directed and implemented locally so as to apply and reach in a personal way, each soldier needing service. That where existing measures do not adequately cover required service that each community must supplement whatever is lacking. Recognizing that the community, through its local Draft Boards, participated in the offering of its sons and daughters for combat service that there remains for the community to supplement Army awards and Federal and State aid by awarding, promptly without reservation, to each soldier returning home, the further deserved honor, of service wherever necessary: NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1: That the purpose of this Ordinance is to afford veterans information, advice, direction and assistance in the fields of employment, education, health, vocational guidance and placement, through the "Soldier Community Center" (called "Center"), heretofore created and in operation, as a central agency to which the veterans may turn for information. That authority is hereby given to the Civilian Defense Director of Fort Wayne (called Director), subject to the approval of the City Comptroller, to authorize or direct theemployment of such assistance and incruing such expenses as shall be necessary to carry out the provisions of this Ordinance within the limit of existing appropriations for Civilian Defense purposes. That said Director is also authorized to appoint representatives of labor, industry, co mmerce, and of veteran, soldier and social agencies to serve as members of an Advisory Committee, in the number and with representation as determined by said Director.

Section 2: The "Center shall,(1) collect data and information as to the facilities and services available to veterans; (2) prepare plans for a community-wide program of service within the pattern determined by said "Center" under the directionof the Director;
(3) provide a central contract between Federal agencies dealing with the problems of veterans, such as the veterans' administration, selective service system, office of education, social security board, war department, navy department, and other Federal agencies, and the several State agencies and local veteran and social servicing agencies which may be engaged in administering the various aspects of Soldier Service; (4) maintain central case records of all veterans serviced, to facilitate the interchange of case histories among other agencies, and to provide a clearing house of information, and to provide such services to soldiers as not otherwise offered by Federal, State or other agencies.

Section 3. That authority is hereby given to the Civilian Defense Director to establish a Counselor Service for discharged and demobilized soldiers by the appoint-ment of Counselors.The duties of such Counselors shall be furnish counseling service to discharged soldiers by aiding and directing them in acquiring the aids and assistance available from Federal, State, Veteran and other sicial agencies. That said Counselors will, in the courseof their duties, serve as nepresentatives and advisors to those soldiers requesting such service, and to those needing thesame, who for any reason fail to avail themselves. The the services of such counselors shall be supplementary to services eendered by otherexisting agencies, and in no way to duplicate directly or indirectly any services that are being informed by other agencies.

Section 4. That, for thenpurpose of developing an efficient Counselor Service, said Counselors shall take the course of instruction prescribed by the Director which shall include, familiarizing themselves with the services offered by each Federal, State or social agency, and becoming informed of the rights and privileges accruing to discharged soldiers, in the matter of allowances, loans, education, employment and the like, so as to soundly advise discharged soldiers on the proper course of postwar adjustment. That for the purpose of lessening the training time otherwise to be given to lecture courses and text books, training credits shall be given to the Twelve (12) District and Associate, Sixty-three (63) Section, Two Hundred Eighty-nine (289) Zone, One Thousand Six Hundred Fifty-one (1,651) Chief Block Wardens, and the Unit Soldier Service Officers as listed on the official records for the work already performed and that being rendered to returning soldiers by them as Service Officers. The Headquarter's Staff, through the medium of this plan, is directed to rpovide a relative Counselor Service for each Unit down to the block, so that the entire community will be thoroughly informed and capable of discharging the community obligation of Soldier Service.

Section 5: That the Municipal Defense Council (called "Council)shall set up its general Counselor Staff, and each District and other Unit area shall do likewise with each operating within the pattern defined by the "Council" That for the purpose of promoting both sound Soldier Service, and as an aid in broadening instruction in Counselor Service, the general staff and the staff from each District shall, within a general pattern set up by the "Council", provide for case reviews at least once a month or oftener, as determined by the pespective staffs, to consider service

GENERAL ORDINANCE NO. 2125 CONTINUED

Section 5: That the Municipal Defense Council (called"Council) shall set up its general Counselor Staff, and each District and other Unit area shall do likewise, with each operating within the pattern defined by the "Council" That for the purpose of promoting both sound Soldier Service, and as an aid in Broadening instruction in Counselor Service, the general staff and the staff from each District shall, within a general pattern set up by the "Council" provide for case reviews at least once a month or oftener, as determined by the respective staffs, to consider service cases handled and those under consideration. That each Unit will report in detail to the "Center" the cases handled and disposed of, so that uniform methods of procedure can be soundly fashioned.

Section 6: That each District Unit shall, under a general outline defined by the "Council" set up its own District Service Unit,with reference to its general soldier"load" and from an analysis of the ratio of cases that will need servicing. That the soldier lists acquired through the Warden Canvass, and revised from time to time by the "Center" shall be available to each District Unit as such lists apply to their areas, and that the"Center" shall furnish each Unit analyses to be made by it, together with other information that will simplify the approach and procedure in handling area cases, ahead of any reference to the "Center"

Each District Unit, with due reference to its soldier "load" shall from time to time determine the method and manner of Counselor interviews with soldier cases. That particularly where the "load" is light, such interviews can be held at the home of either the Counselor or the soldier, or if so determined, at an office set up in the neighborhood Fire Station, or in some other convenient place.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ---------6 Nays-----None.
Council then adjourned.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23 day of May 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as,

General Ordinance No.2125.

Frank W King Jr
President

Leonard H Ullenwood
City Clerk

Presented to the Mayor for approval on the 24 day of May 1944

Leonard H Ullenwood
City Clerk.

Approved this 26 day of May 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2124

An Ordinance accepting the offfer of the United States of America to grant to th City of Fort Wayne the sum of $88,958 to aid in financing the acquisition and construction of public works consisting of sewer facilities.

Acceptance of the Offer of the United States of America

Whereas, there has been filed with the Federal Works Agency in behalf of CITY OF FORT WAYNE, INDIANA (herein called the "Owner), an application for Federal Assistance under the War Public Works program, and the UNITED STATES OF AMERICA, acting by and through the Federal Works Administrator, has transmitted to the owner and offerof Federal assistance in connection with the public works referred to in said application and described in said offer; and

Whereas, said offer has been duly read in open meeting, fully considered in accordance with all pertiment rules of procedure and legal requirements, and made a part of the Owner's public records; and
Whereas, it is deemed advisable and in the public interest that said offer be accepted.
New, Therefore, be it ordained by the Common Council of the Owner that the said Offer, a true and correct copy of which, including the Terms and Conditions, is hereto, attached, be and the same hereby is accepted without reservation or qualification.
Passed by the aforementioned governing body of the Owner on the 23d day of May, 1944.

Approved on the 24th day of May, 1944, by the Mayor of the Owner,

Signed H.W.Baals
Mayor of the City of Fort Wayne,

Approved: Frank W King Jr
Pres of the Council

Federal Works Agency
TERMS AND CONDITIONS
Incorporated in Offers
Providing for the Financing
and Construction of the Non-
Federal War Public Works Projects

UNITED STATES OF AMERICA
Federal Works Agency

Grant Offer

Washington 25, D.C.
Project No.Ind. 12-205-N
Dated May 17 1944

City of Fort Wayne,
Fort Wayne Indiana.

Subject to the terms and conditions (FWA Form No. W-100, Dated October 15, 1943) attached hereto and made a part hereof, The United States of America hereby offers to make you a grant of $88,958 to aid in financing the acquisition and construction of public worksconsisting ofsewer facilities, Including necessary land (herein called The "roject") At the presently estimated cost to you of $ $177,916: Provided, However, that if the actual cost to you of the Project upon completion, as determined by the Federal Works Administrator, is less than the presently estimated cost specified above, The grant shall be reduced to an amount which bears the same ratio to said actual cost as the amount of the grant specified herein bears to the said estimated cost.

UNITED STATES OF AMERICA
Federal Works Administrator
By: Ernest E Hall
Acting For Baird Snyder
Assistant Administrator

TERMS AND CONDITIONS

1. Conditions of Government's Obligation.-The United States of America (Hereinafter referred to as the "Government") may elect to terminate all or any of its obligations under these Terms And Conditions and the Government's Offer (hereinafter collectively referred to as the "Offer") to which they appertain:

(a) Representations.- If any representation of the applicant to which the Offer is made (hereinafter referred to as the "Applicant") in its application for Federal assistance, as amended or supplemented (hereinafter referred to as the Application") or in any document submitted to the Government by the Applicant shall be incorrect or incomplete in any material respect:

(b) FINANCIAL CONDITION. If, in case the Government has offered to purchase bonds or other securities of the Applicant (hereinafter referred to as "Bonds") the financial condition of the Applicant shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;

(c) FINANCING OF PROJECT. - If the Applicant will not be, able, in the opinion of the Government, or fails to provide when nedded, or to demonstrate to the satisfaction of the Government that it can and will provide when nedded, funds sufficient, with the funds made available by the Government under the Offer, to pay the cost of the public works described in the Offer (such public works being hereinafter referred to as the "Project" or if, in case the Government has offered to purchase Bonds,

the Applicant shall not furnish a bond transcript satisfactory to the Government showing that the Bonds are valid and binding obligation;

(c) [illegible]

(d) Prosecution of Project. -,If the Applicant will not be able, in the opinion of the Government, to construct the project as originally planned, whether such inability is due to technical causes, the unavailability of labor, equipment or materials, the failure to obtain necessary permits or authorizations, or to any other cause; or if the Applicant shall fail to commence or proceed with the construction of the Project with plans and specifications theretofore submitted to and approved by the Government, and in compliance with applicable Federal Statutes and the fulfillment of any if its obligations to be performed or fulfilled under the Offer;

(e) Documents to be Submitted. Ifthe Applicant shall fail to submit or cause to be submitted to the Government such records, statements, reports, data plans drawings, specifications, contracts, work orders, assignments, bid tabulations, contract awards, estimates, certificates or other documents affecting the project, as may be requested by the Government, or if the Applicant shall proceed with the construction of the Project or take other action on the basis of any of the foregoing documents which are required to be submitted to the Government before the Government has advised the Applicant that, in its opinion, such ducuments comply with applicable Federal statutes and the offer;

(f) Architectural or Engineering Supervision and Inspection. - If the Applicant shall fail to provide and maintain competent and adequate architectural or engineering supervision and inspection of the construction of the Project;

(g) Bonus or Commission. If it shall be determined by the Government at any time that the Applicant has paid or agreed to pay, whether directly or indirectly, a bonus, commission or fee to any person, firm or corporation for attempting to procure an approval of the Application, or for alleged services in procuring or in attempting to procure such approval, or for activities of the nature commonly known as lobbying performed or agreed to be performed in connection with the Application.

2. GOVERNEMTN NOT OBLIGATED TO THIRD PARTIES. The Government shall not be obligated or liable hereunder to any party other than the Applicant.

3. INTEREST OF MEMBER OF OR DELEGATE TO CONGREE. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the agreement or contract resulting from the Applicant's acceptance of the Offer or in any benefit arising there from.

4. OTHER PROHIBITED INTERESTS. - No official of the Applicant who is authorized in such capacity and on behalf of the Applicant to negotiate, make, accept or approve ,or to take part in negotiating, making, accepting, or approving any architectural engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in any such contract. No official, employee, architect, attorney, engineer or insoector of or for the Applicant who is authorized in such capacity and on behalf of the Applicant to exercise any legislative, executive, supervisory or other functions in connection with the construction of the Project, shall become directly or indirectly interested personally in any construction contract, material supply contract, subcontract, insurance contract, or any other contract, pertaining to the Project. The Applicant shall be responsible for enforcement of the foregoing provisions of this paragraph.

5. EXPENSES PRIOR TO DATE OF OFFER.- In determining the amount of Federal assistance to be paid to the Applicant under the Offer, the Goverment will exclude from consideration all Project costs incurred by the Applicant prior to the date of the Offer unless such costs have been included in the estimate of cost of the Project incorporated in the Application and, in the opinion of the Government, were incurred by the Applicant in anticipation of Federal assistance for defense public works.

6. GRANT ADVANCES AND PAYMENTS.- The Applicant may requisition advances or payments on account of the grant provided in the Offer at any time after receipt of the Offer but not later than six months following the completion, abandonment or termination of the Project. Such requisitions shall be accompanied by such supporting data as the Governmentmay require. After the Applicant8s acceptance of the Offer and subject to the provisions of the Offer, the Government will honor such requisitions in amounts and at times deemed by it to be proper to insure the expeditions prosecution and payments of the cost of the Project. Payment on account of the grant may be made in cash or by cancellation of Bonds or other obligations owing by the Applicant to the Government, or partially in cash and partially by cancellation, at the option of the Goverment, No requestfor review of a determination of the Goverment affecting the grant payable under the Offer will be considered unless such request is received by the Goverment not later than three months following notice to the Applicant of suchdetermination.

7. GRANT PAYABLE IN TANGIBLE PROPERTY. - The grant provided in the Offer may be paid in part with tangible property. The Government may transfer or rent to the Applicant, with its approval and upon mutually satisfactory terms, equipment or other tangible property deemed necessary for the Project or its construction, and such transfer or rental shall effect a reductionin the grant otherwise payable in money equal to the amount charged theApplicant for such property.

8. LOAN ADVANCES AND PAYMENTS. The Applicant may requisition on account of the loan loan, if any, provided in the Offer, advances in anticipationof the issuancesof the Bonds, or payments at any time after receipt of the Offer, any such advance to bear interest from the date the Applicant received such advance to the date of delivery of the Bonds at the same rate borne by the Bonds. Such requisitions shall ne accompanied by such supporting data as the Government may require. After the Applicant's acceptance of the Offer, and subject to the provisions, of the Offer, the Government will honor such requisitions in amounts and at times deemed by it to be proper. if after advances have been made on account of the loan in anticipation of the issuance of the Bonds, the Applicant is unalbe,in the opinion of the Government, to issue the Bonds because of circumstances beyond the controlof the Applicant's governing body, the Government may, atits election, treat such advances as a grant.

9. CONSTRUCTION ACCOUNT.- All funds, however provided, for the payment of the cost of the Project shall be deposited, promptly upon the receipt thereof, in a separate account or accounts (hereinafter collectively referred to as the "Construction Account). Unless otherwise required by law, the Construction Account shall be set up in a bank or banks which are members of the Federal Deposit Insurance Corporation. Moneys in the Construction Account shall be expended only for costs of the Project and in accordance with such purposes as shall have been previously specified in the latest project control estimate approved for the Project, or, if any the latest signed certificate of purposes filed with and as approved by theGovernment: Provided, That if any Bonds are held by the Government after all costs incurred in connection with the Project have been paid, all moneys then remaining in the Construction Account shall be used to repurchase Bonds or shall be transferred to a bond fund for the payment of interest on and principal of the Bonds.

10. ABANDONMENT OF PROJECT. - If the project shall be abandoned prior to its completion or the completion of the Project becomes, in the opinion of the Government, impossible of accomplishment by the Applicant whether due to technical causes, the unavailability of labor, equipment or materials,the failure to obtain necessary permits or authorizations, or to any other causes:

(a) Grant Payable. - The Government shall thereupon be relieved of all of its obligations under the offer with respect to payment of grnat,except that if such abandonment is consented to or concurred in by the Government, or the Government determines that the completion of the Project is impossible of accomplishment due to no fault of the Applicant, the Government's obligation to the Applicant shall continue as to an amount of grant bearing the same ratio to expenditures theretofore made and costs incurred by the Applicant (in accordance with the provisions of the Offer and as approved by the Government) that the maximum grant provided by the Offer bears to the estimated cost of the Project upon which the Offer has been based;

(b) Purchases of Bonds. The Government shall thereupon be relieved of all of its obligations under the Offer with respect to the purchase of Bonds thereunder, except that the Government shall have the right at its election to purchase such Bonds under the Offer as it shall deem necessary to assure payment of incurred Project costs, and to cause the Applicant to deliver Bonds on account of which the Government has theretofore made advances;

(c) Reimbursement For Funds Advanced.- The Applicant shall forthwith cause to be returned to the Government the protion of all advances or payments made to the Applicant under the Offer not theretofore expended on the Project in accordance with the Offer, except that an amount thereof equal to the principal of the Bonds purchased by the Government and then outstanding, together with accrued interest thereon, may be transferred by the Applicant to a bond fund for the payment of such principal and accrued interest: Provided, That only so much of the Expenditures on the Project shall be considered as having been made from advances or payments made to the Applicant under the Offer as shall be determined bymapplying the ratio which such advances or payments at the time of expenditures bore to the total funds then available in cash for the making of such expenditures;

(d) Completion by the Government. - If the Government determines to take over and complete the Project, there shall be applied on the acquisition cost of the completed portion thereof so much of the advances or payments made by the Government under the Offer as shall not haave been returned by the Applicant to the Government, less the amount, if any, transferred by the Applicant to the bond fund pursuant to the provisions of subparagraph (c) hereof.

(e) Return of Grant Payments.- Nothing herein shall be construed to waive any right which the Government may have to the return of the whole or any part of the advances or payments made under the Offer in addition to the advances or payments above provided to be repaid, or any other right which the Government may have, if the Applicant shall have abandoned the Project prior to its completion without the consent of the Government or shall have acted in bad faith or made any misrepresentations concerning the completion of the Project or the use of such advances or payments

11. SALE OF BONDS TO OTHERS. If the Offer provides for a loan, the Applicant may, with the prior consent of the Government, sell all or any part of the Bonds to pruchasers other than the Goverment.

2PBJX

12. CONSTRUCTION OF THE PROJECT.-(a) Unless the Government shall consent to the use of a different method in the construction and equipment of the Project or to the award of contracts on a bosis other than that herein provided, the contract method shall be used in the construction and equipment of the Project, and all construction, material and equipment contracts shall be awarded to the lowest responsible bidder and, except as to contracts estimated to cost not more than $1,000 upon free, open and competitive bidding after advertisement for bids sufficient to insure adequate competition: Provided Provided, That no contract on a cost plus a percentage of cost basis shall be made: Provided, further, That no contract on a cost plus a fixed fee basis shall provided for a fixed fee in excess of 6 per centum of the estimated cost.

(b) The Applicant shall require that, where a general contract is let for the work, specialty subcontractors shall be utilized for the performance of such parts of the work as, under normal contract practices, are performed by specialty subcontractors, unless (1) the general contractor has theretofore customarily performed such specialty work with hisown organization and is then equipped to do so, or (2) in the opinion of the Applicant, concurred in by the Government, the performance of specialty work by specialty subcontractors will result in materially increased costs or inordinate delays.

13. CONTRACT SECURITY.- The Applicant shall require that each construction contractor shall furnish a bond or bonds of such type and in an amount or amounts adequate to secure the faithful performance of his contract.

14. CONTRACTORS' AND SUBCONTRACTORS INSURANCE.- The Applicant shall require that there be maintained adequate compensation insurance for all contractors" and subcontractors' employees engaged in work on the Project.

15. QUALIFICATIONS FOR EMPLOYMENT.- The Applicant shall require that (a) in the employment of laborers and mechanics for work on the Project, perfenence shall be given to qualified local residents; (b) no person under the age of sixteen (16) years shall be employed on the Project; (c) no person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project; and (d) no person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project: Provided, That this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

16. NON*DISCRIMINATION.- The Applicant shall require that there shall be no discrimination by reason of race, creed, color, national origin or political affiliations in the employment of persons qualitfied by training and experience for work on the Project.

17. COLLECTIVE BARGAINING.- The Applicant shall require that the legal rights of all workers on the Project to organize and to bargain collectively, to be protected from the the requirement to join a company union, and to enjoy freedom of expression and action with respect to wages, hours and conditions of labor shall not infringed.

18. LABOR REGISTRATION.- The Applicant shall require that, at the election of the Government, workers on the Project must register at such times and places and in such manner as the Government shall direct.

19.WAGE RATES.- The Applicant cause minimum wage rates for the various classes of laborers and mechanics engaged in work on the Project to be determined in accordance with applicable law, In the absence of such law, the Applicant shall determine, and submit to the Government for its concurrence, such minimum wage rates, and i n so doing shall give consideration to the rates prevailing for the corresponding classes of laborers and mechanics employed upon projects of a character similar tothe Project work in the area from which labor for the Project must be drawn, and to new wage rates, negotiated and concluded through bona fide collective bargaining processes, to be become effective at a later date. The Applicant shall require that a complete schedule of all such minimun wage rates (whether determined by the Applicant with the concurrence of the Government, or as required by law) shall be set forth in each construction contract prior to inviting bids for such contract and that the wages paid to such laborers and mechanics be not less than the minimum rates so determined therefor. The Applicant shall also,require that all determined minimun wage rates and all authorized deductions, if any, from unpaid wages actually earned shall be posted at approriate conspicuous points at the site of the Project . Unless otherwise required by law,wage rates need not be established for non-manual workers, including executive, supervisory, administrative and clerical employees.

20. COMPUTATION OF WAGES ON 8-HOUR DAY.- The Applicant shall require (a) that the wages of every laborer and mechanic engaged in work on the Project shall be computed on a basic day rate ot eight hours per day, eight hours of continuous employment, except for lunch periods, constituting a day's work when a single shift is employed, and seven and one-half hours of continous employment,except for lunch periods, constituting a day's work when two or more shifts are employed; and (b) that work in excess of eight hours per day shall be permitted upon compensation, when a single shift is employed at one-half times the basic rate of pay for all hours worked in excess of eight hours on any one day, or at any time during the interval from 5 P.M. Friday to 7 A.M. Nonday, or on holidays, and, when two or more shifts are employed, at one and one-half times the basic rate of pay for all hours worked in excess of seven and one-half hours on any one day or at any time during the interval from Friday mid-night to Sunday midnight

GENERAL ORDINANCE NO.2124 CONTINUED

21. PAYMENT OF EMPLOYEES.- The Applicant shall require that each construction contractor and subcontractor shall pay each of his employees engaged in work on the Project in full in cash and not less often than once each week, less legally required deductions and also deductions permitted by the regulations prescribed under the so-called "Kick-BackStatute" (48 Stat.948): Provided, That when circumstances render payment in cash infeasible or impracticable payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements or inconvenience to the worker.

22. WAGE UNDERPAYMENT AND ADJUSTMENTS.- The Applicant shall require that, in cases of underpayment of wages by any contractor, it shall with hold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

23. KICK-BACK"REGULATIONS. The Applicant shall require the inclusion in all contracts with contractor or subcontractors for the construction or presecution of the Project satisfactory provisions expressly binding the restective contractors or cub-contractors to comply with such applicable regulations as are issued by the Secretary of Labor pursuant to the so-called "KICK-BACK STATUTE"(48 Stat.948) approved June 13, 1934, as amended or supplemented by any other statute.

24. APPRENTICES. Unless otherwise required by law Applicant shall require that the number of apprentices, in each trade or occupation, employed by each construction contractor or subcontractor, shall not exceed the number permitted by the applicable standards of the United States Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' associations of the respective trades or occupations.

25. ACCIDENT PREVENTION. - The Applicant shall require that precaution shall be exercised at all times for the protection of persons (including employees) and property and that hazardous conditions be guarded against or eliminated.

26. INSPECTION.- The Applicant shall require that the Federal Works Administrator and his authorized representatives and agents be permitted, and it will itself permit them, to inspect all work, materials, pay rolls, records of personnel, invoices of materials and other relevent data and records. The Applicant shall cause to be provided and maintained during the contruction of the Project adequate facilities at the site thereof for the use of the Administrator's representatives or agents assigned to the Project.

27.REPORTS,RECORDS AND DATA.-The Applicant shall submit, and shall require each contractor and subcontractor on the Project to submit, to the Government such schedules of quantities and costs, progress schedules, pay rolls, reports, estimates, records and miscellaneous data as may be required under applicable Federal statutes or rules and regulations promulgated thereunder.

28. PAYMENTS TO CONTRACTORS.- Not later than the fifteenth day of each calender month the Applicant shall make a partial payment to each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but shall retain until final completion and acceptance to all work covered by the particular contract a reasonable amount, specified in the contract, sufficient to insure the proper performance of the contract.

29. NAMING PROJECT.- The Applicant shall not name the Project for any living person.

30. COMMEMORATIVE TABLETS AND CORNERSTONES,- Commemorative tablets and cornerstones for the Project must be satisfactory to the Government.

31. STATE OR TERRITORIAL LAW.- Anything in the Offer to the contrary notwithstanding nothing in the Offer shall require the Applicant to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Territorial Law; Provided, That if any of the provisions of the Offer violates any applicable State or Territorial law, or if compliance with the provisions of the Offer would require the Applicant to violate any applicable State or Territorial law, or if because of any other reason the once notify the Federal Works Administrator in writing in order that approriate changes and modifications may be made by the Federal Works Administrator and the Applicant to the end that the Applicant may proceed as soon as possible with the construction of the Project.

32. WAIVER.- Any provision in the Offer and the Terms and Conditions may be waived in whole or in part (and subject to such conditions as may be deemed desirable) with the consent of the Applicant and the written approval of the Government without the execution of a new or supplemental agreement.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of May 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2124

Frank W King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 24 day of May 1944 Leonard H Ellenwood City Clerk

Approved this 26 day of May 1944 H.W.Baals MAYOR

7PBJX

GENERAL ORDINANCE NO.2126

An Ordinance ratifing and approving a contract and ggreement made and entered into by and between The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel, and the City of FFort Wayne, by and through its Board of Public Works, of Alen County, Indiana

Whereas, on the 6th day of June 1944, The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the construction of the Weisser Park Interceptor Sewer, roject, Indi 12-205, which contract is in the following words and figures, to-wit:

CONTRACT FOR WEISSER PARK INTERCEPTOR SEWER
for the

City of Fort Wayne Indiana
Project Ind. 12-205.

This Contract, Made the 6th day of June, 1944, by and between The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel, hereinafter called the "CONTRACTOT" and the CITY OF FORT WAYNE,Allen County, Indiana, acting by and through its BOARD OF PUBLIC WORKS,hereinafter called the "OWNER"

WITNESSETH, That the Contractor and the Owner for the Consideration stated herein agree as follows:

ARTICLE 1 SCOPE OF WORK.

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a wormanlike manner all the work required for the construction of the the Weisser Park Interceptor Sewer identified in these contractual documents as Project Ind.12-205, all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of thsi contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

Article 21. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice published by the City of Fort Wayne, Indiana, on the 18th day of May, 1944 and on the 25th day of May, 1944, and the Owner having accepted the Contractor's proposal as the lowest andbest bid, determined by applying the Contractor's unit bid price to the estimates quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

A written estimate of the value of the construction work completed may be made by the contractor and submitted to the owner on or about the first of each month. The engineers of the owner will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the engineers Ninety--(90) per cent of the value of the construction work, less all previous payments, shall be due and payable to the contractor.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the contractor shall have fully complied with all of the terms of the contract and after the engineers shall have approved the completed work, and after the owner shall have accepted the work.

Article 3. NONDISCRIMINATION OF LABOR.

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontractor hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor,Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935. Said wage rates shall conform to the Schedule furnished by the United States Department of Labor.

The contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Comemsation Act of the State of Indiana.

Article 4. LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within one hundred eighty (180) consecutive calendar days from and after the date stated in the notice to proceed and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they ahve agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleter beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor or his surety shall refund said sum equal to the amount computed, in the manner above set out.

Article 5. COMPONENT PARTS OF THIS CONTRACT.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions Section I.
2. General Conditions Section II.
3. Advertisement for Bids
4. Instructions to Bidders
5. Detailed Specifications
6. Construction Drawings
7. Contractor's Proposal
8. This Contract
9. Addendum #1 dated May 29, 1944

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, material or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

Article 6. CONTRACT PRICE

Item No.	Description and Approximate Quamtity	Item Extension
1	For furnishing and installing complete, in place, 2310 lineal feet of 48 inch sewer at the following unit price per lineal foot-Fourteen Dollars and Twenty Cents ($14.20)	$32,802.00
2	For furnishing and installing complete, in place, 725 lineal feet of 42 inch sewer at the following unit price per lineal foot - Ten Dollars ($10.00)	7,250.00
3	For furnishing and installing complete, in place,2215 lineal feet of 36 inch sewer at the following unit price per lineal foot - Nine Dollars ($9.00)	19,935.00
4	For furnishing and installing complete, in place,725 lineal feet of 30 inch sewer at the following unit price per lineal foot- Eight Dollars and Fifty Cents ($8.50)	6,162.50
5	For furnishing and installing complete, in place, 300 lineal feet of 27 inch sewer at the following unit price per lineal foot-Seven Dollars ($7.00)	2,100.00
6	For furnishing and installing complete, in place, 1700 lineal feet of 24 inch sewer at the following unit price per lineal foot-Six Dollars ($6.00)	10,200.00
7	For furnishing and installing complete, in place, 1900 lineal feet of 18 inch sewer at the following unit price per lineal foot - Four Dollars and Seventy-five Cents ($4.75)	9,025.00

8	For furnishing and installing complete, in place, 200 lineal feet of 15 inch sewer at the following unit price per lineal foot- Three Dollars and Seventy-five Cents ($3.75)	$ 750.00
9	For furnishing and installing complete, in place, 350 lineal feet of 12 inch sewer at the following unit price per lineal foot- Two Dollars and Sixty Cents ($2.60)	910.00
10	For furnishing and installing complete, in place, including covers, 12 manholes on sewers 33 inch and smaller at the following unit price each-One Hundred Fifty Dollars ($150.00)	1,800.00
11	For furnishing and installing complete, in place, 150 lineal feet of additional heignt on manholes on sewers 33 inch and smaller at the following unit price per lineal foot- Thirteen Dollars and Fifty Cents ($13.50)	2,025.00
12	For furnishing and installing complete, in place, including covers, 12 manholes on sewers 36 inch and larger at the following unit price each- Two Hundred Ten Dollars ($210.00)	2,520.00
13	For furnishing and installing complete, in place, 100 lineal feet of additional height on manholes on sewers 36 inch and larger at the following unit price per lineal foot-Thirteen Dollars and Fifty Cents ($13.50)	1,350.00
14	For furnishing and installing complete, in place, a junction chamber at Avondale and Gumpper at the following lump sum price -One Thousand Two Hundred Fifty Dollars ($1,250.00)	1,250.00
15	For furnishing and installing complete, in place, a junction chamber at Lafayette and Dalman at the following lump sum price-Eleven Hundred Dollars ($1,100.00)	1,100.00
16	For removing the existing 36 inch connection at Rudidill and John and furnishing and installing a new connection complete, in place, for the following lump sum price-One Hundred Thirty-five ($135.00) Dollars	135.00
17	For furnishing and installing complete, in place one 48 inch reinforced concrete collar at the connection to connection to the Rudisill 108" sewer at Rudisill and Avondale at the following unit price-Ninety Dollars ($90.00)	90.00
18	For furnishing all materials and placing complete in place 6260 square yards of sheet asphalt pavement replacement at the following unit price per square yard-Four Dollars Fifty Cents ($4.50)	28,170.00
19	For furnishing all materials and placing complete, in place, 150 square yards of brick pavement replacement at the following unit price per square yard - Four Dollars and Seventy-five cents ($4.75)	712.50
20	For furnishing and installing complete, in place, the necessary connections from 30 existing catch basins to new manholes at the following unit price each- One Hundred Twenty Dollars ($120.00)	3,600.00
21	For furnishing all materials and installing complete, in place, in place,200 suare feet of 5 inch monolithic concrete sidewalk at the following unit price per square foot -Forty Cents ($0.40)	80.00
22	For furnishing all labor and materials and replacing complete, in place, 700 lineal feet of stone or concrete curb at the following unit price per lineal foot - One Dollar and Thirty Cents ($1.30)	910.00

GENERAL ORDINANCE NO.2126 CONTINUED

Item No.	Description and Approximate Quantity	Item Extension
23	For furnishing all labor and materials and replacing complete, in place, 100 lineal feet of combined curb and gutter at the following unit price per lineal foot- One Dollar and Forty-Five Cents ($1.45)	$ 145.00
24	For necessary extra excavation and three inch sand fill furnished and installed in place for 2310 lineal feet of 48 inch sewer at the following unit price per lineal foot - Eight Cents ($0.08)	184.20
25	For necessary extra excavation and three inch sand fill furnished and installed in place for 725 lineal feet of 42 inch sewer at the following unit price per lineal foot - Eight Cents ($0.08)	58.00
26	For necessary extra excavation and three inch sand fill furnished and installed in place for 2215 lineal feet of 36 inch sewer at the following unit price per lineal foot - Eight Cents ($0.08)	177.20
27	For necessary extra excavation and three inch sand fill furnished and installed in place for 725 lineal feet of 30 inch sewer at the following unit price per lineal foot - Eight Cents ($0.08)	58.00
28	For necessary extra excavation and three inch sand fill furnished and installed in place for 300 lineal feet of 27 inch sewer at the following unit price per lineal foot - Seven Cents ($0.07)	21.00
29	For necessary extra excavation and three inch sand fill furnished and installed in place for 1700 lineal feet of 24 inch sewer at the following unit price per lineal foot - Six Cents ($0.06)	102.00
30	For necessary extra excavation and three inch sand fill furnished and installed in place for 1900 lineal feet of 18 inch sewer at the following unit price per lineal foot - Six Cents ($0.06)	114.00
31	For necessary extra excavation and three inch sand fill furnished and installed in place for 200 lineal feet of 15 inch sewer at the following unit price per lineal foot - Six Cents ($0.06)	12.00
32	For furnishing all labor and materials, including bracing, and installing complete, in place, when ordered, 1000 square feet of concrete formwork at the following unit price per square foot - Thirty Cents ($0.30)	300.00
33	For furnishing all labor and materials and installing complete less formwork and reinforcement, in place, when ordered, 40 cubic yards of concrete at the following unit price per cubic yard - Twelve Dollars ($12.00)	480.00
34	For furnishing and installing complete, in place in forms, when ordered, 600 pounds of reinforcing steel at the following unit price per pound- Eight Cents ($0.08)	48.00
35	For additional excavation when ordered, 350 cubic yards at the following unit price per cubic yard One Dollar and Fifty Cents ($1.50)	525.00
36	For Sheeting left in place, including bracing when ordered, 10,000 square feet at the following unit price per square foot - Twenty Cents ($0.20)	2,000.00
37	For furnishing and installing complete in place, with covers, 5 junction manholes on sewers 33 inch and smaller with drop sewer at the following unit price each -Two Hundred Forty Dollars ($240.00)	1,200.00
38	For furnishing and installing complete in place, including covers, 3 injunction manholes on sewers 36 inch and larger with drop sewer at the following unit price each- Two Hundred Eighty Dollars ($280.00)	840.00

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GENERAL ORDINANCE NO.2126

Item No.	Description and Approximate Quantity	Item Extension
39	For Furnishing all materials and placing complete, in place 2500 square yards of gravel pavement replacement at the following unit price per square yard-Eighty Cents ($0.80)	$ 2,000.00
	Total of Item Extensions $141,142.00	

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the condition and stipulations of this contract the undersigned each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

City of Fort Wayne, Indiana

By: H.W.Baals
H.W.Baals Mayor

Board of Public Works

Robert G.Beams

David Lewis

J.H.Johnson

Attest:

Chas F Hess
Secretary

A pproved as to form and legality

Walter E Helmke
Walter E Helmke,City Attorney

The Weikel Construction Company

By: D.I.Weikel
Partner

Now, Therefore, Be It Ordained By The Common Council Of The City Of Fort Wayne, Indiana:

Section 1. That the contract heretofore entered into on the 6th day of June, 1944, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

WmH.Knoche

Harold A Hart

The Ordinance was READ third the third time in full and on motion was now passed by the following vote:
Ayes -------9-------Nays -------None
Council then adjourned

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 13th day of June 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE No.2126

Frank King Jr
President

Leonard H Ellenwood
City Clerk.

Presented to the Mayor for approval on the 15th day of June 1944

Leonard H Ellenwood
City Clerk.

Approved this 15th day of June 1944.

H.W.Baals
Mayor.

GENERAL ORDINANCE No 2127

An Ordinance changing the name of Brackenridge Court to Carlton Court in the City of Fort Wayne, Indiana

Be It Ordained By The Common Council Of The City Of Fort Wayne, Indiana:

Section 1. That the name of Brackenreidge Court, a street and public highway in the City of Fort Wayne, Indiana be changed to Carlton Court.

Section 2. That this Ordinance shall be in full force and effect from and and after its passage and approval by the Mayor.

Frank W.King Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes-----9----Nays -----None-----.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of June 1944, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as,

GENERAL ORDINANCE No.2127

Frank W King Jr
President

Leonard H Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of June 1944.

Leonard H Ellenwood
City Clerk.

Approved this 29th day of June 1944.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO.2128

An Ordinance authorizing the Board of Public Safety of the City of Fort Wayne to sell one 1938 Plymouth, Two Door Five Passenger automobile and one 1942 Chevrolet, TwoDoor, Five Passenger automobile,the same being obsolete equipment.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Safety be and hereby is authorized to sell the following obsolete equipment. to-wit:

1-- 1938 Plymouth, Two Door, 5 Passenger automobile

1--1942 Chevrolet, Two Door, 5 Passenger automobile

That the said Board of Public Safety, through the City Attorney, file in the Circuit Court, a petition for the appointment of appraisers to appraise said property.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes------8 Nays-----1---.

Council then adjourned.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27 day of June 1944, by a majority vote of all members, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2128

Frank W King Jr
President

Leonard H Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of June 1944

Approved this 29 day of June 1944.

H.W.Baals
Mayor

2PBJX

GENERAL ORDINANCE NO 2129

An Ordinance ratifying and approving a contract and agreement made and entered into by and between A.H.Fry an individual of Lansing Michigan, doing business as Fry and Kain, and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana.

Whereas, on the 26th day of June, 1944, A.H.Fry an individual of Lansing Michigan doing business as Fry amd Kain, entered into a certain contract and agreement withe City of Fort Wayne, by and through its Board of Public Works, for the construction of the Hensch Street Interceptor Sewer, Contract No.23, which contract is in the following words and figures, to-wit:

CONTRACT FOR HENSCH STREET INTERCEPTOR SEWER
for the
CITY OF FORT WAYNE, INDIANA
CONTRACT No.23.

This Contract, Made on the 26th day of June, 1944, by and between A.H.Fry an individual of Lansing Michigan, doing business as Fry and Kain, hereinafter called the "CONTRACTOR,"and the CITY OF FORT WAYNE,ALLEN COUNTY, INDIANA, acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER."

WITNESSETH,That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services. bonds and insurance required to perform and to cpmplete in a workmanlike manner all the work required for the cpnstruction of the ensch Street Interceptor Sewer identified in these contractual documents as Contract No 23., all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice published by the City of Fort Wayne, Indiana, on May 29, 1944, and on June 5, 1944, and the Owner having accepted the Contractor's proposal as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the entended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

A written estimate of the value of the construction work completed may be made by the contractor and submitted to the owner on or about the first of each month. The engineers of the owner will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the engoneers, Eighty-five (85%) per cent of the construction work, less all previous payments, shall be due and payable to the contracot.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the contractor shall have fully complied with all of the terms of the contract and after the engineers shall have approved the completed work, and after the owner shall have accepted the work.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a)That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor Subcontractor, shall, by reason of race or color, discriminate against anycitizen of the State of Indiana, who is qualified and available to perform the work to which the employment relaties:

(b) That neither the Contractor, Subcontractor, nor anymperson on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendarday during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The contractor agrees to pay and also require of his subcontractors that they pay wage rated on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

The contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if her in set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Addenda #1 dated May 29, 1944
8. Construction Drawings
9. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE V CONTRACT PRICE

Item No.	Description and Approximate Quantity	Item Extension
1.	For Furnishing and installing complete, in place 1846 lineal feet of 36 inch sewer at the following unit price per lineal foot- Sixteen Dollars ($16.00)	$ 29.536.00
2.	For Furnishing and installing complete, in place, 726 lineal feet of 30 inch sewer at the following unit price per lineal foot Twelve Dollars ($12.00)	8.712.00
3.	For firnishing and installing complete, in place, 491 lineal feet of 24 inch sewer at the following unit price per lineal foot- Six Dollars ($6.00)	2.946.00
4.	For furnishing and installing complete, in place, 1170 lineal feet of 18 inch sewer at the following unit price per lineal foot- Six Dollars (6.00)	7.020.00
5.	For furnishing and installing complete, in place, 541 lineal feet of 15 inch sewer at the following unit price per lineal foot- Four Dollars ($4.00)	2.164.00
6.	For Furnishing and installing complete, in place, 350 lineal feet of 12 inch sewer at the following unit price per lineal foot- Three Dollars ($3.00)	1.050.00
7.	For furnishing and installing complete, in place, including covers, 8 manholes on sewers 33 inch and smaller at the following unit price each - Two Hundred and Twenty Dollars ($220.00)	1.760.00
8.	For furnishing and installing complete, in place 83 lineal feet of addition height on manholes or [illegible] on sewers 33 inch and smaller at the following unit price per lineal foot - Fifteen Dollars ($15.00)	1.245.00
9.	For furnishing and installing complete, in place, including covers, 4 manholes on sewers 36 inch and larger at the following unit price each - Three Hundred Dollars ($300.00)	1.200.00

Item No.	Description and Approximate Quantity	Item Extension
10.	For firnishing and installing complete, in place, 106 feet of additional height (lineal ft.) on manholes on sewers 36 inch and larger at the following unit price per lineal foot- Fifteen Dollars ($15.00)	$ 1.590.00
11.	For Furnishing and installing complete in place, a junction chamber at Short and Spring Street at the following lump sum price - One Thousand Dollars ($1.000.00)	1.000.00
12.	For furnishing and installing complete in place, with covers, one junction manhole on sewers 33 inch and smaller with drop sewer at the following unit price each - Two Hundred and Seventy-Five Dollars ($275.00)	275.00
13.	For furnishing and installing complete in place, including covers, four junction manholes on sewers 36 inch and larger with drop sewer at the following unit price each - Three Hundred Dollars ($300.00)	1.200.00
14.	For furnishing and installing complete, in place, 2 special catch basin manholes at the following unit price each - Three Hundred and Fifty Dollars (350.00)	700.00
14.a	For furnishing and installing complete in place when ordered, 10 lineal feet of additional height of manhole for special catch basin manhole at the following unit price per lineal foot Fifteen Dollars ($15.00)	150.00
15.	For furnishing all materials and placing complete, in place 2578 square yards of sheet asphalt pavement [illegible] replacement at the following unit price per square yard Four Dollars (4.00)	10.312.00
16.	For furnishing all materials and placing complete, in place 50 suare yards of concrete pavement replacement at the following unit price per square yard- Three Dollars ($3.00)	150.00
17.	For furnishing and installing complete, in place the necessary connections from 25 existing catch ba[illegible] basins to new manholes at the following unit price each - Twenty-Five Dollars $25.00)	1.250.00
18.	For furnishing all materials and installing complete, in place, 100 square feet of 5 inch monolithic concrete sidewalk at the following unit price per square foot - Thirty Cents ($0.30)	30.00
19.	For furnishing all labor and materials and replacing complete, in place, 200 lineal feet of stone or concrete curb at the following unit price per lineal foot - One Dollar and Ten Cents ($1.10)	220.00
20.	For furnishing all labor and materials and replacing complete , in place 100 lineal feet of combined curb and gutter at the following unit price per lineal foot _ One Dollar and Twenty Five Cents ($1.25)	125.00
21.	For necessary extra excavation and three inch sand fill furnished and installed in place for 1846 lineal feet of 36 inch sewer at the following unit price per lineal foot- Fifteens Cents ($0.15)	276.90
22.	For necessary extra excavation and three inch sand fill furnished and installed in place for 726 lineal feet of 30 inch sewer at the following unit price per lineal foot- Fifteens Cents ($o.15)	108.90
23.	For necessary extra excavation and three inch sand fill furnished and installed in place for 491 lineal feet of 24 inch sewer at the following unit price per lineal foot- Twelve Cents ($0.12)	58.92

General Ordinance No2129 CONTINUED

24.	For necessary extra excavation and three inch sand fill furnished and installed in place for 1170 lineal feet of 18 inch sewer at the following unit price per lineal foot -Ten Cents ($0.10)	$ 117.00
25.	For necessary extra excavation and three inchsand fill furnished and installed in place for 541 lineal feet of 15 inch sewer at the following unit price per lineal foot - Ten Cents ($0.10)	54.10
26	For furnishing all labor and materials, including bracing, and installing complete, in place, when ordered, 400 square feet of concrete, formwork at the following unit price per square foot - Forty Cents ($0.40)	160.00
27	For furnishing all labor and materials and installing complete less formwork and reinforcement, in place, when ordered, 20 cubic yards of concrete at the following unit price per cubic yard- Fifteen Dollars ($15.00)	300.00
28.	For furnishing and installing complete, in place, in forms, when ordered, 300 pounds of reinforcing steel at the following unit price per pound Ten Cents ($0.10)	30.00
29	For additional excavation, when ordered, 100 cubic yards at the following unit price per cubic yard - Two Dollars ($2.00)	200.00
30	For sheeting left in place, including bracing, when ordered 5,000 suare feet at the following unit price per square foot Fifteen Cents ($0.15)	750.00
31	For furnishing and installing complete, in place, five standard catch basins at the following unit price each - One Hundred Dollars ($100.00)	500.00
32	For furnishing and installing complete, in place, when ordered five standard inlets at the following unit price each - Sixty Dollars ($60.00)	300.00
33	For furnishing and installing complete, in place, 3 drop drain connections at the following unit price each - Twenty-five Dollars ($25.00)	75.00
	Total of Item Extensions	$75,565.82

This contract, although executed on behalf of the City by it Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set out hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By H.W.Baals
H.W.Baals Mayor
Board of Public Works
Robert G Beams
David Lewis
J.H. ohnson

Attest:
Chas F Hess
Secretary
Approved as to form and legality FRY AND KAIN

Walter E Helmke
Walter E Helmke City Attorney

By A.H.Fry
/Sole Owner

Now, Therefore, Be It Ordained By The Common Council Of The City Of Fort Wayne,Indiana:
Section 1. That the contract heretofore entered into on the 26th day of June, 1944, as fully set out above be and the same is hereby ratified and adopted.
Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes----8 Nays---None.

We Hereby Certify, That the Common Council of the City of Fort Wayne. Indiana at a regular meeting held on the 11th day of July 1944. by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2129.

Frank W King Jr
President

Leonard H Allenwood
City Clerk

Presented to the Mayor for approval on the 13th day of July 1944

Leonard H Allenwood
City Clerk

Approved this 13th day of July 1944

H.W.Baals
Mayor

2PBJX

GENERAL ORDINANCE NO.2130

An Ordinance ratifying and approving a contract and agreement made and entered into by and between The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel, and the City of Fort Wayne, by and through its Board of Public Works of Allen County,

Whereas, on the 25th day of July 1944, The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the construction of the Beaver Avenue Area Interceptor Sewers, Contract No.24 which contract is in the following words and figures, to-wit:

Contract for Beaver Avenue Area Interceptor Sewers
For The
CITY OF FORT WAYNE, INDIANA CONTRACT NO.24
****

This Contract, made the 25th day of July, 1944, by and between THE WEIKEL CONSTRUCTION COMPANY, a pertnership consisting of D.I.WEIKEL and J.S.Weikel hereinafter called the "CONTRACTOR" and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, acting by and through its Board of Public Works, hereinafter called the OWNER.

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transoprtation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Beaver Avenue Area Interceptor Sewers identified in these contractual documents as Contract No.24. all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Noticd to Bidders and the Advertised Notice published by the City of Fort Wayne, Indiana, on June 19, 1944, and on June 26, 1944, and the Owner having accepted the Contractor's proposal as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

A written estimate of the value of the contruction work completed may be made by the contractor and submitted to the owner on or about the first of each month. the engineers of the owner will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final.

Upon approval of an estimate by the engineers, Eighty-five (85%) per cent of the value of the construction work, less all previous payments, shall be due and payable to the contractor.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the contractor shall have fully complied with all of the terms of the contract and after the engineers shall have approved the completed work, and after the owner shall have accepted the work.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of emplyees for the performance of work on this contract or any subcontract hereunder, neither the Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to,which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(C) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana under this contract, a penalty of Five($5.00) Dollars for each person foreach calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages asdetermined pursuant to the provisions of Chapter 319 of the the Acts of the General Assembly of the State of Indiana of 1935.

The contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied will all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if her to attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instruction to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Addenda #1 dated June 30, 1944
8. Construction Drawings
9. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimenations and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE V. CONTRACT PRICE

Item No.	Description and Approximate Quantity	Item Extension
1.	For furnishing and installing complete, in place 1382 lineal feet of 42 inch sewer at the following unit price per lineal foot- Seventeen Dollars ($17.00)	$ 23,494.00
2.	For furnishing and installing complete, in place 842 lineal feet of 36 inch sewer at the following unit price per lineal foot- Eleven Dollars ($11.00)	9,262.00
3.	For furnishing and installing complete, in place, 614 lineal feet of 30 inch sewer at the following unit price per lineal foot- Thirteen Dollars and Fifty Cents ($13.50)	8,289.00
4.	For furnishing and installing complete, in place, 150 lineal feet of 27 inch sewer at the following unit price per lineal foot- Seven Dollars ($7.00)	1,050.00
5.	For furnishing and installing complete, in place, 670 lineal feet of 24 inch sewer at the following unit price per lineal foot- Five Dollars and Fifty Cents ($5.50)	3,685.00
6.	For furnishing and installing complete, in place, 783 lineal feet of 21 inch sewer at the following unit pruce per lineal foot- Five Dollars and Fifty Cents ($5.50)	4,306.50
7.	For furnishing and installing complete, in place, 516 lineal feet of 18 inch sewer at the following unit price per lineal foot - Three Dollars ($3.00)	1,548.00
8.	For furnishing and installing complete, in place 2063 lineal feet of 15 inch sewer at the following unit price per lineal foot- Three Dollars ($3.00)	6,189.00
9.	For furnishing and installing complete, in place, 1731 lineal feet of 12 inch sewer at the following unit price per lineal foot- Two Dollars ($2.00)	3,462.00
10.	For furnishing and installing complete, in place, including covers, 17 manholes on sewers 33 inch and smaller at the following unit price each - One Hundred Fifty Dollars ($150.00)	2,550.00
11.	For furnishing and installing complete, in place, 100 lineal feet of additional height on manholes on sewers 33 inch and smaller at the following unit price per lineal foot - Sixteen Dollars ($16.00)	1,600.00

Item No.	Description and Approximate Quantity	Item Extension
12.	For furnishing and installing complete, in place, including covers, 6 manholes on sewers 36 inch and larger at the following unit price each - One Hundred Seventy-Five Dollars ($175.00)	$ 1,050.00
13.	For furnishing and installing complete, in place, 103 feet of additional height (lineal ft.) on manholes on sewers 36 inch and larger at the following unit price per lineal foot - Sixteen Dollars ($16.00)	1,648.00
14.	For furnishing and installing complete, in place a 42-inch junction collar and connections into 126-inch tunnel at Rudisill and Beaver at the following lump sum price- Nine Hundred Fifty Dollars ($950.00)	950.00
15.	For furnishing and installing complete, in place, with connections one manhole and drop t to 126-inch tunnel at Rudisill and South Wayne at the following lump sum price - Twenty Five Hundred Dollars ($2,500.00)	2,500.00
16.	For furnishing and installing complete, in place, with covers, two junction manholes on sewers 33 inch and smaller with drop sewer at the following unit price each - Three Hundred Dollars ($300.00)	600.00
17.	For furnishing and installing complete, in place, including covers, nine junction manholes on sewers 36 inch and larger with drop sewer at the following unit price each- Three Hundred FiftyDollars ($350.00)	3,150.00
18.	For furnishing and installing complete, in place, eight special catch basin manholes at the following unit price each - One Hundred Forty Dollars ($140.00)	1,120.00
19,	For Furnishing and installing complete, in place, when ordered, 6 lineal feet of additional height of manhole for special catch basin manhole at the following unit price per lineal foot - Twelve Dollars ($12.00)	72.00
20.	For furnishing and installing complete, in place, when ordered, eight standard inlets at the following unit price each -,Eighty Dollars ($80.00)	640.00
21.	For furnishing and installing complete, in place, 1 drop drain connection at the following unit price each - One Hundred Twenty-Five Dollars ($125.00)	125.00
22.	For furnishing and installing complete, in place, five standard catch basins at the following unit price each - One Hundred Thirty Dollars ($130.00)	650.00
23.	For furnishing all materials and placing complete, in place, 4179 square yards of sheet asphalt pavement replacement at the following unit price per square yard - Five Dollars and Fifty Cents ($5.50)	22,984.50
24.	For furnishing all materials and placing complete, in place, 50 square yards of concrete pavement replacement at the following unit price per square yard - Four Dollars and Twenty-five Cents ($4.25)	212.50
25.	For furnishing all materials and placing complete, inplace, 50 square yards of brick pavement replacement at the following unit price per square yard - Six Dollars ($6.00)	300.00

GENERAL ORDINANCE NO.2130 CONTINUED

Item No.	~~Description and~~ Approximate Quantity	Item Extension
26.	For furnishing and installing complete, in place, the necessary connections from 45 existing catch basins to new manholes at the following unit price each - One Hundred Dollars ($100.00)	$4,500.00
27.	For furnishing all materials and installing complete, in place, 100 square feet of 5-inch monolithic concrete sidewalk at the following unit price per square foot - Thirty Cents ($).30)	30.00
28.	For furnishing all labor and materials and replacing complete, in place, 200 lineal feet of stone or concrete curb at the following unit price per lineal foot - One Dollar and Thirty Cents ($1.30)	260.00
29.	For furnishing all labor and materials and replacing complete, in place, 100 lineal feet of combined curb and gutter at the following unit price per lineal foot - One Dollar and Fifty Cents ($1.50)	150.00
30.	For furnishing all labor and materials, including bracing and installing complete, in place, when ordered 400 square feet of concrete form work at the following unit price per square foot - Forty Cents ($0.40)	160.00
31.	For furnishing all labor and materials and installing complete less formwork and reinforcement, in place, when ordered, 20 cubic yards of concrete at the following unit price per cubic yard - Fifteen Dollars ($15.00)	300.00
32.	For Furnishing and installing complete, in place, in form, when ordered, 300 pounds of reinforcing steel at the following unit price per pound - Fifteen Cents ($0.15)	45.00
33.	For additional excavation, when ordered, 100 cubic yards at the following unit price per cubic yar - Two Dollars($2.00)	200.00
34.	For sheeting left in place, including bracing, when ordered, 12,000 square feet at the following unit price per square foot - Fifteen Cents ($0.15)	1,800.00
35.	For furnishing and installing complete, in place, including connection and one drop drain connection at the following unit price - Ninety Dollars ($90.00)	90.00
	Total of Item Extensions	$108.972.50

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF,we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By H.W.Baals
H.W.Baals Mayor
Board of Public Works.

Robert G Beams David Lewis J.H.Johnson

Attest:
Chas F.Hess
Secretary

Approved as to form and legality
Walter E Helmke
Walter E Helmke City Attorney

The WEIKEL CONSTRUCTION COMPANY
By: D.I.Weikel
Partner

APR 27 1944

GENERAL ORDINANCE NO. 2130 CONTINUED

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the _____day of July, 1944, as fully set out above be abd the same is hereby ratified and adopted.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

The ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes --------8----Nays None ----

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held oj the 8th day of August 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2130

Frank W King Jr
President

Leenard H Allenwood
City Clerk

Presented to the Mayor for approval on the 11th day of August 1944.

Leonard H Allenwood
City Clerk.

Approved this 11th day of August 1944.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO.2131

An ordinance changing the name of Bass Road to Spring Street, between the G.R.&I Railroad tracks and Lindenwood Avenue in the City of Fort Wayne,Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the name of that portion of the Bass Road lying within the corporate limits of the City of Fort Wayne, Indiana, and being a street and public highway of said City, State of Indiana, and lying between the G.R.&I Railroad tracks and Lindenwood Avenue, be changed to Spring Street.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry MMcMillen

The ordinance was read the third time in full and on motion was now passed by the following vote: Ayes----------8-----Nays -----None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne,Indiana at a regular meeting held on the 22 day of August 1944, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2131.

Frank W King
President

Leenard H Allenwood
City Clerk.

Presented to the Mayor for approval on the 26 day of August 1944

Leonard H Allenwood
City Clerk.

Approved this 26 day of August 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2132

AN ORDINANCE CHANGING THE NAME OF GAY STREET TO GAYWOOD DRIVE, Between McKinnie Avenue and Sherwood Terrace in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1: That the name of Gay Street, a public highway in the City of Fort Wayne, Indiana, between McKinnie Avenue and Sherwood Terrace, be changed to Gaywood Drive.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ------8---Nays None---.

WE HEREBY CERTIFY, THATthe Common Council of the City of Fort Wayne,Indiana, at a regular meeting held on the 22 day of August 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2132.

Frank W King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 26 day of August 1944.

Leonard H Ellenwood
City Clerk.

Approved this 26 day of August 1944.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO.2133

AN ORDINANCEauthorizing the City of Fort Wayne to pay rewards totaling $15,000.00 for information leading to the arrest, prosecution and conviction of the murderers of Wilhelma Haaga, Anna Kuzeff and Phyllis Conine.

WHEREAS, Wilhelma Haaga, a citizen of Fort Wayne, was murdered in the month of February, 1944 Anna Kuzeff, a citzen of Fort Wayne, was murdered in the month of May, 1944 and Phyllis Conine a citizen of Fort Wayne, was murdered in the month of August, 1944; and,

WHEREAS, The City of Fort Wayne deems it advisable to offer a reward for the arrest, prosecution and conviction of the murderer or murderers of said Wilhelma Haaga, Anna Kuzeff and Phyllis Conine.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1: That the City of Fort Wayne is hereby authorized to pay rewards for the arrest, prosecution and conviction of the murderers of the following citizens, to-wit:

(a) A reward of $5,000.00 for the arrest, prosecution and conviction of the murderer of Wilhelma Haaga.

(b) A reward of $5,000.00 for the arrest prosecution and conviction of the murderer of Anna Kuzeff.

(c) A reward of $5,000.00 for the arrest, prosecution and conviction of the murderer of Phyllis Conine.

Section 2: That said rewards shall be paid to any person or persons, except City, County, State and Federal enforcement officials, who shall give information or evidence leading to the arrest, prosecution and conviction of the murderer or murderers of Wilhelma Haaga, Anna Kuzeff and Phyllis Conine.

Section 3: That there is hereby constituted a commission to be known as the Reward Commission to consist of the Mayor of the City of Fort Wayne, the City Attorney of the City of Fort Wayne, the President of the Common Council of the City of Fort Wayne the Chief of Police of the City of Fort Wayne, the Sheriff of Allen County, Indiana andnthe Prosecuting Attorney of Allen County, Indiana, to determine the payment of said rewards to the proper person or persons entitled thereto. The Mayor of the City of Fort Wayne shall be the Chairman of said commission.
The decision of the Commission for the payment of said rewards shall be final.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes -------8-------Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meetingheld on the 22 day of August 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE 2133

Frank W King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 26 day of August 1944

Leonard H Ellenwood
City Clerk

Approved this 26 day of August 1944

H.W.Baals
Mayor

PBLX

GENERAL ORDINANCE NO.2134

AN ORDINANCE fixing the tax levy for City Purposes for the year 1945.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana, that a levy of eighty-seven cents (.87) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1945, same to be divided as follows:

General Fund	$	.29
Sinking Fund		.03
Police Pension Fund		.06
Firemen's Pension Fund		.052
River Improvement & Flood Prevention		.01
City Plan & Zoning		.003
Fort Wayne Art School		.003
Aviation Commission		.012
North Side Track Elevation		.02
Street Repair & Rehabilitation		.10
Sewer Relief		.15
Park General		.09
Park Playground & Recreation		.04
Park Tree Preservation		.01
TOTAL LEVY	$	.87

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during the year 1945.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

Approved : Otto H.Adams
City Controller

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ----------Eight--Nays ----------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a Special meeting, held on the 28th day of August 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2134

Frank W King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the ------ day of August 1944

Leonard H Ellenwood
City Clerk

Approved this 29 day of August 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2135

An Ordinance calling a psecial city election to vote upon the proposition of the City of Fort Wayne, Indiana, purchasing and acquiring the electric utility property in and surrounding said city now owned by Indiana Service Corporation.

WHEREAS, it has been proposed that the City of Fort Wayne, Indiana, purchase and acquire the utility property now owned by Indiana Service Corporation consisting of the plant and equipment for furnishing electric energy for light and power in and surrounding said City so that same may be combined and operated in conjunction with the existing municipal lelectric works of said City; and,

WHEREAS, under the provisions of Chapter 76 of the Acts of the General Assembly of Indiana, 1913, as amended and supplemented by Chapter 190 of the Acts of the General Assembly of Indiana 1933, authority exists for said City to acquire and purchase said electric utility property and thereafter maintain and operate same, and to pay the cost od such acquisition and purchase by the issuance of revenue bonds of said City payable solely from earning of its electric utility property, which bonds are not to be general obligations of said City, nor payable or enforceable in any manner by taxation; and,

WHEREAS, there had been filed with this Councul a petition reciting the conclusion that it would be for the best interests of said city and its inhabitants that said electric utility property be purchases and acquired and requesting this Council to call and conduct a special election in said city on that question, which petition has been examined and found to be signed by qualified voters of said city, equal to more than five per cent (5%) of the voters of the city as shown by the total vote cast for all candidates for municipal clerk at the last preceding municipal election;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA AS FOLLOWS:

Section 1. That a special municipal election is hereby called and ordered to be held in said city on November 7, 1944, from six o'clocl in the morning until six o'clock in the evening, and whereat there shall be submitted to the qualified voters of said city the following proposition:

"Shall the City of Fort Wayne, Indiana, purchase and acquire the electric utility property in and surrounding said city now owned by Indiana Service Corporation, the cost of which is to be paid by the issuance of revenue bonds/"

Section 2. Said special election shall be held in the several voting precincts of said city and at the polling places regularly established or at such other polling places in said precincts which may herafter be legally established in said respective voting precincts, same being as follows:

VOTING PRECINCT	POLLING PLACES	
1	St Paul's Branch School	State Street
1A	Francis Slocum School	Curdes & Ralston
2	North Side High School	State Street
3	Forest Park School	Alabama Avenue
4	Store Building	Tennessee & Kentucky
5	Crescent Avenue Church	Crescent & Tennessee
6	Lake Side School	Rivermet & Oneida
7	Jewish Church	Wayne & Monroe
8	Barber Shop	1207 Hanna
9	Filling Station	2119 N. Clinton
10	Rudisill School	Spy Run Avenue
11	Police Station	Barr & Berry
12	Central High School	Lewis & Barr
13	No 3 Engine House	W.Washington Street
14	Hoagland School	W.Butler & Hoagland
15	Collins Motor Co	420 W.Berry St

VOTING PRECINCT	POLLING PLACES	
16	Jefferson School	Fairfiled & Jefferson
17	Lamphe Plumbing Shop	2024 Fairfield
18	St.Joseph Hospital Garage	Van Buren Street
19	Washington School	W.Washington
20	Nebraska School	Boone & Fry
21	No 7 Engine House	W.Main St
22	Study School	Brooklyn Ave
23A	Roumania Hall	2509 Grater
23B	Store Building	3401 Taylor
24	Barber Shop	1511 Taylor
25	Store Building	2024 Broadway
26	Emmaus Hall	2320 Broadway
27	Miner School	DeWald & Miner
28	South Wayne School	Indiana & Cottage
29	Garage (Rear)	704 Oakdale Drive
30	Garage (Rear)	3941 Tacoma
31	No.2 Engine House	Wallace Street
32	Hanna School	Lafayette & Williams
33	Hamilton School	Clinton & Woodland
34	Filling Station	Lafayette & Leith
35	So Side High School	S.Calhoun St
36	Clauser & Miller Oil Stat.	4215 Piqua
37	Barber Shop	1225 E Wayne
38	Engine House	Maumee Ave
39	Garage (Rear)	1302 E Lewis
40	McCulloch School	Maumee & Wabash
41	Adams School	New Haven Avenue
42	Residence	1514 Wells
43	Bloomingdale School	arion St
44	Grocery	1814 Bench
44A	Garage (Rear)	420 Lillian Avenue
45A	Franklin School	St Marys Avenue
46B	Garage	1123 High St
46	Garage (Rear)	1730 Sinclair
47	Brethren Church	Smith & Green
48	Parrish House	2318 Weisser Park
49	James Smart School	Pontiac Street
50	Barber Shop	1331 Eckart St
49A	Lutheran Sunday School	Sherwood Terrace & Hanna
50A	Garage	4002 Robinwood
51	No 9 Engine House	Winter St
52	Erwin School	3501 Anthony
53	Simpson Methodist Church	Harrison & Buttenfield
54	No 8 Engine House	Fairefile & DeWald
55	Barber Shop	507 Kinsmoor
56	Coomler Sales Co	3510 S Calhoun
57	Harrison Hill School	Hoagland & Maxine
57A	Stucco Building	Calhoun & Fleming

SECTION 3. At said special election ballots shall be used for voting upon said proposition and said ballot shall be prepared in substantially the following form and with appropriate designations on the back thereof:

Shall the City of Fort Wayne, Indiana purchase abd acquire the electric utility property in and surrounding saidcity now owned by Indiana Service Coprporation, the cost of which is to be paid by the issuance of revenue bonds.

YES

No

NOTICE TO VOTERS: To vote in favor of the above proposition place a cross (X) mark preceding the word "YES" and to vote against said proposition place a cross (X) mark preceding the word "NO"

SECTION 4. That a proclamation and notice of the calling of said special election and submission of said proposition thereat, and of the time and ~~place~~ places thereof, shall be given by publishing such Notice in The News-Sentinel, and Fort Wayne Journal-Gazette, newspapers pubished in and of general circulation in said city in each of the issues of said newspapers published and circulated on each of the following dates: October 10, 1944, and October 17, 1944. Such notice to be published as aforesaid shall be in substantially the following form:

GENERAL ORDINANCE NO.2135 CONTINUED

NOTICE OF SPECIAL ELECTION IN THE CITY OF FORT WAYNE INDIANA.

PUBLIC NOTICE is herby given that at a special city election in and for the City of Fort Wayne, Indiana, on the seventh day of November, 1944, from six o'Clock A.M. tosix o'clock P.M. there will be submitted to the qualified voters of said city to be by them voted upon the following proposition:

Shall the City of Fort Wayne, Indiana, purchase and acquire the electric utility property in and surrounding said city now owned by Indiana Service Corporation, the cost of which is to be paid by the issuance of revenue bonds:

Said Special election on said proposition will be held in the several election precincts of the City of Fort Wayne and at the polling places regularly established or at such other poling places in said precincts which may hereafter be legaly established in said respective election precincts, same being as follows:

VOTING PRECINCT	POLLING PLACES	
1	St.Paul'sBranch School	State Street
1A	Francis Slocum School	Curdes & Ralston
2	North Side High School	State Street
3	Forest Park School	Alabama Avenue
4	Store Building	Tennesse & Kentucky
5	Crescent Avenue Church	Crescent & Tennessee
6	Lake Side School	Rivermet & Oneida
7	Jewish Church	Wayne & Monroe
8	Barber Shop	1207 Hanna
9	Filling Station	2119 N.Clinton
10.	Rudisill School	Spy Run Ave
11.	Police Station	Barr & Berry
12.	Central High School	Lewis & Barr
13.	No 3 Engine House	W.Washington St.
14.	Hoagland School	W.Butler & Hoagland
15.	Collins Motor Co.	420 W.Berry
16.	Jefferson School	Fairfile & Jefferson
17.	Lamphe Plumbing Shop	2024 Fairfield
18.	St.Joseph Hospital Garage	Van Buren St
19.	Washinhton School	W.Washington
20.	Nebraska School	Boone & Fry
21.	No 7 Engine House	W.Main Street
22.	Study School	Brooklyn Avenue
23.A	Romania Hall	2509 Grater
23.B	Store Building	3401 Taylor
24.	Barber Shop	1511 Taylor
25.	Store Building	2024 Broadway
26.	Emmaus Hall	2320 Broadway
27.	Miner School	DeWald & Miner
28.	South Wayne School	Indiana & Cottage
29.	Garage (Rear)	704 Oakdale Drivex
30	Garage (Rear)	3941 Tacoma
31.	No.2 Engine House	Wallace Street
32.	Hanna School	Lafayette & Willias
33.	Hamilton School	Clinton & Woodland
34.	Filling Station	Lafayette & Keith
35,	South Side High School	S.Calhoun Street
36.	Clauser & Miller Oil Stat.	4215 Piqua
37.	Barber Shop	1225 E.Wayne
38.	Engine House	Maumee Avenue
39.	Garage (Rear)	1302 E Lewis
40.	McCulloch School	Maumee & Wabash
41.	Adams School	New Haven Avenue
42.	Residence	1514 Wells St
43.	Bloomingdale School	Marion St
44.	Grocery	1814 Henscn
44A.	Garage(Rear)	420 Lillian Avenue
45A.	Franklin School	St Marys Avenue
45B.	Garage	1123 High Street
46.	Garage (Rear)	1730 Sinclair
47.	Brethren Church	Smith & Greem
48.	Parrish House	2313 Weisser Park
49.	James Smart School	Pontiac Street
49A.	Lutheran Sunday School	Sherwood Terrace & Hanna
50.	Barber Shop	1221 Eckart Street
50A.	Garage	4002 Robinwood
51.	No 9 Engine House	Winter Street
52.	Erwin School	3501 Anthony
53.	Simpson Methodist Church	Harrison & Butten-field
54.	No.8 Engine House	Fairfield & DeWald
55.	Barber Shop	507 Kinsmoor
56.	Coomler Sale Co	3510 S Calhoun
57.	Harrison Hill School	Hoagland & Maxine
57A.	Stucco Building	Calhoun & Fleming

7PBJX

GENERAL ORDINANCE NO. 2135 CONTINUED

All qualified voters of said city are hereby notified to appear at said election; each to vote at the polling place for the election precinct in which such voter resides.

This notice is given by order of the Common Council of the City of Fort Wayne, Indiana, and is given under date of October --- 1944.

Harry W Baals
Mayor of the City of Fort Wayne.
Indiana

Attest:

Leonard H Ellenwood
City Clerk

Jule Stumpf
Chief of Police, City of Fort
Wayne, Indian

A copy of such notice shall also be posted at the polling place in each of the voting precincts at least twenty (20) days prior to the date of said election.

SECTION.5. That all ordinances, resolutions or parts thereof insofar as in conflict herewith be and the same are hereby repealed.

SECTION 6. That this ordinance be in force and effect immediately upon its adoption and approval by the Mayor.

Wm.H.Knoche
Councilman

Frank W.King Jr
Presiding Officer

Adopted: October 3. 1944

Attest:

Leonard H Ellenwood
City Clerk

GENERAL ORDINANCE NO.2136

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between JOHN DEHNER, INC, a corporation organized and existing under the laws of the STATE OF INDIANA, and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 18th day of September, 1944, JOHN DEHNER, INC, a corporation organized and existing under the laws of the State of Indiana, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the removal of approximately 5000 cubic yards of sludge and silt from the St.Mary's River at the Three Rivers Filteration Plant, Fort Wayne, Indiana, Contract No.25, which contract is in the following words and figures, to-wit:

CONTRACT FOR
THE REMOVAL OF APPROXIMATELY 5000 CUBIC YARDS OF SLUDGE AND SILT FROM THE ST.MARY'S RIVER AT THE THREE RIVERS FILTRATION PLANT, FORT WAYNE, INDIANA
CONTRACT NO. 25

-:-:-:

The Contractor agrees to pay and also require of his Sub-contractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provision's of the Workman's Compensation Act of the State of Indiana.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatin, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

XXARTICLE V CONTRACT PRICE

Item No.	Decription and Approximate Quantity	Item Extension
1	For furnishing and installing complete all equipment necessary for the removal of the material in area #1 for the following lump sum price of Two Thousand Six Hundred ($2,600.00) Dollars	$2,600.00
2	For the removal of 5000 cubic yards of sludge and silt from the river in area #1, placing in trucks and hauling to the site herein specified for the following unit price per cubic yard Ninety-five Cents ($0.95)	4,750.00
3	For furnishing and installing complete all equipment necessary for the removal of the material in area #2 for the following lump sum price of Nine Hundred Eighty-six Dollars ($986.00)	986.00
4	For the removal of 200 cubic yards of sludge and silt from the river in Area #2, placing in trucks and hauling to the sife herein specified for the following unit price per cubic yard - One Dollar Twenty Cents ($1.20)	240.00
	Total of Item Extensions	$8,576.00

This Contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By: H.W.Baals
H.W.Baals Mayor

ATTEST:
CHAS F.HESS
Secretary

Board Of Public Works
Robert G Beams
David Lewis
J H.Johnson
JOHN DEHNER, INC

Approved as to form and legality

WALTER E.HELMKE
Walter E Helmke City Attorney

By: JOHN DEHNER
John Dehner, Secretary-Treasurer

NOW THEREFORE, BT IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

GENERAL ORDINANCE NO. 2136 CONTINUED

Section 1. That the contract heretofore entered into on the 18th day of September, 1944, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this Ordinance shall be in full force and effect from and afteritts passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote.....Ayes 9 .....Nays ... None...

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of October 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2136

President

Leonard H Ellenwood
City Clerk

Presneted to the Mayor for approval on the 13th day of October 1944.

Leonard H Ellenwood
City Clerk

Approved this ---------day of October 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2137

AN ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No.1436; and the same being : "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use og buildings; to regulate abd determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the sreation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne. Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Five of the map which is a part of General Ordinancex No 1436, as above described, be changed from those of an "E" District to those of a "B" District, on the following described real estate in the City of Fort Wayne Indiana to-wit:

The territiry bounded on the South by Pontiac Street; on the West by the first alley West of Bowser Avenue; on the North by Emily Street; on the East by Bowser Avenue.

The territory bounded on the South by Pontiac Street; on the West by Bowser Avenue; on the North by the second Alley North of Pontiac Street; on the East by Holton Avenue.

The territory bounded on the South by Pontiac Street; on the West by Holton Avenue; on the North by the second alley North of Pontiac Street; on the East by the first alley East of Holton Avenue.

Section 2. That all provision, requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of this Ordinance and this Ordinance shall be a part of said Ordinance No. 1436.

Section 3. Thatnthis Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Wm H Knoche

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of October 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO.2137

President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 13th day of October 1944

Approved this 6th day of _____1944

Leonard H Ellenwood

H.W.Baals Mayor

2PBJX

GENERAL ORDINANCE NO.2138

An Ordinance ratifying and approving a certain contract made and entered into by and between the City of Fort Wayne, a municipal corporation of Indiana by and through its Board of Public Works, and Edward N Noonan of Chicago Illinois.

WHEREAS, on the 8th day of August 1944, the City of Fort Wayne, a municipal corporation of Indiana, by and through its Board of Public Works, entered into a contract with Edward J. Noonan of Chicago, Illinois, for the purpose of employing said Edward J.Noonan, an Engineer, to make an examination and study and submit a report of the possibility of rerouting the railroad tracks of the New York, Chicago and St.Louis Railroad Company over the tracks of the present elevated tracks of the Wabash and Pennsylvania railroad companies located within the City of Fort Wayne, Indiana, the terms of which contract and agreement are more specifically set forth in said contract, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this 8th day of August, 1944, by and between the City of Fort Wayne, a municipal corporation of Indiana, by and through its BOARD OF PUBLIC WORKS hereinafter referred to as the "City" and Edward J Noonan of Chicago, Cook County, State of Illinois, hereinafter referred to as the "Engineer" WITNESSETH:

WHEREAS,on the 6th day of January, 1944, the City and theEngineer entered into a contract in which the Engineer agreed to make an examination and study of the possibility of rerouting the railroad tracks of the New York, Chicago and St.Louis Railroad Company through the City of Fort Wayne so that the said tracks of said railroad company can be located adjacent to the present elevated tracks of the Wabash and Peensylavnia railroads located within the City of Fort Wayne, Indiana; and.

WHEREAS, said Engineer did make said examination and study and did submit a pre,liminary report pertaining to said rerouting; and,

WHEREAS, the City is desirous of obtaining a more detailed andmore comprehensive report relative to the possibility of reouting andrelocating the rrailroad tracks of the New York, Chicago and St Louis Railroad Company over the railroad tracks of the Wabash and Pennsylvania railroad tracks; and,

WHEREAS, the City is desirous of reemploying said Engineer to make a further detailed and more comprehensive examination and study of the possibility of rerouting said tracks;

Now, THEREFORE, the City and the Engineer in consideration of the premises herebefore set out and in further consideration of the covenants and agreements hereinafter set out mutually agree with each other as follows to-wit:

1. The Engineer agrees to make a detailed and comprehensive examination of the possibility of locating the rerouted tracks of the New York, Chicago and St Louis Railroad Company on the south side of the main line of the Pennsylvania Railroad Company. It is undetstood that this examination shall include a plan for the rearrangement of the Pennsylvania tracks and other facilities in the vicinity of the present passenger station, a provision for carrying the rerouted New York, Chicago and St Louis Railroad tracks over the tracks of the Pennsylvania at Hanna Street and such changes in existing subways under the Pennsylwania as might be necessary to make this plan effective,

2. The Engineer agrees to make a comprehensive and detailed examination of the possibility of the locating of the rerouted New York, Chicago and St.Louis Railroad tracks on the right of way of the Wabash Railroad. It is understood that this examination shall include a study and an approximate location of a line connecting the existing New York, Chicago and St Louis Railroad tracks near Hadley with the existing Wabash tracks west of the St.Marys River; a study of any necessary changes in existing Wabash tracks and facilities west of the Wabash passenger station; a plan for carrying the rerouted New York, Chicago and St.Louis tracks and the Wabash tracks over the existing Pennsylvania main line tracks at Hanna Street and such changes as might be necessary in existing subways.

3. The Engineer agrees to make a further detailed study of the possibility of the relocation of the existing Pennsylvania Freight House and a change of ownership of the property north of it in order to reduce the cost of the plan submitted in the report of said Engineer dated April 13, 1944.

4. It is understood by the City and the Engineer that the Engineer will make all necessary instrumental survey, general designs of structures, particularly of the suggested separation of the grade of the Pennsylvania, New York, Chicago and St Louis and the Wabash near Hanna Street. The Engineer is to prepare a detailed estimate of the cost incident to the entire rerouting project.

5. The Engineer agrees to submit a detailed and comprehensive report on said rerouting project within ninety (90) days after the approval of the within contract by the Common Council of the City of Fort Wayne.

6. The Engineer agrees to act as consultant and advisor to the City for a period of six (6) months after said report has been filed and said Engineer agrees to attend all conferences to discuss the project with the interested railroad officials, and act as advisor and consultant to the officials of the City of Fort Wayne, and do all other necessary things to bring said rerouting to completion.

7. The Engineer agrees to confer with the officials of the New York, Chicago, and St. louis Railroad Company and the officials of the Wabash and the Pennsylvania railroad companies and obtain from them a written statement as to their willingness or unwillingness to proceed under a plan to reroute the railroad tracks of the New York, Chicago and St.Louis Railroad Company and located them adjacent to the Wabash and Pennsylvania railroad tracks in the City of Fort Wayne.

8. The Engineer agrees to furnish and submit to the City a written comprehensive and detailed report with plans and drawings attached thereto within the time specified herein.

9. Inconsideration of the Engineer performing the services hrerinbefore set out, the City agrees to pay said Engineer the sum of Five Thousand Dollars ($5,000.00) to be paid in three (3) installments, to-wit:

One-third (1/3) of said amount to be paid at the time the within contract is approved by the Common Council of the City of Fort Wayne; one-third 91/3) of said amount within thirty (30) days thereafter; and one-third (1/3) of said amount, at the time the report of said Engineer is submitted and filed with the City of Fort Wayne.

In consideration of the Engineer acting as counsel and advisor to the City of Fort Wayne for a period of six (6) months after the Engineer's report has been submitted and filed with the City the City agrees to pay said Engineer the sum of Two Thousand Dollars ($2,000.00) said sum to be paid as follow, to-wit:

One Thousand Dollars $1,000.00) three (3) months after the Engineer's report has been submitted and filed with the City and One Thousand Dollars ($1,000.00) six (6) months after the Engineer's report has been submitted and filed with the City.

10. Although the within contract has been executed by the Engineer and the Board of Public Works on behalf of the City, the same shall have no force and effect until approved and ratified by the Common Council of the City of Fort Wayne and approved by the Mayor of the City of Fort Wayne. If the within contract is not approved and ratified by the Common Council within ninety (90) days from the date of the execution of the within contract, the same shall be null and void.

11. It is understood that the within contract, after the same has been approved by the Common Council of the City of Fort Wayne, shall be binding upon the heirs, administrators and assigns of the partie hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robert G Beams

David Lewis

J.H.Johnson

ATTEST:
CHAS E HESS
Secretary

Approved as to form and legality
WALTER E HELMKE
City Attorney

EDWARD J NOONAN
Edward J Noonan

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1: That the foregoing contract made and entered into by and between the City of Fort Wayne, a municipal corporation of Indiana, by and through its Board of Public Works, and Edward J Noonan of Chicago, Illinois, for the purpose of employing the said Edward J Noonan, an Engineer, to make an examination and study and submit a report of the possibility of rerouting the railroad tracks of the New york, Chicago and St Louis Railroad Company over the tracks of the present elevated tracks of the Wabash and Pennsylvania railroad companies located within the City of Fort Wayne, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ---------8 --- Nays -----1---.

Charles E Moellering

We Hereby Certify, That the Common C ouncil of the City of Fort Wayne, Indiana at a regular meeting held on the 24 day of October 1944, by a majority vote of all members elect, did pass the ordinance heeunto attached and known as

GENERAL ORDINANCE NO.2138.

President

Leonard H Allenwood
City Clerk

Presented to the Mayor for approval on the 27 day of October 1944

Leonard H Allenwood
City Clerk

Approved this 27 th day of October 1944

H.W.Baals
Mayor

2PBJX

GENERAL ORDINANCE NO.2139

AN ORDINANCE authorizing the transfer of Two Hundred Fifty Thousand ($250,000.00) Dollars from the City Light & Power Utility of the City of Fort Wayne, to the General Fund of the City of Fort Wayne, and appropriating the same for the use of said General Fund for the year 1945.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer from the City Light and Power Utility Funds, the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars to the General Fund of the City of Fort Wayne, Indiana.

Section 2. That said sum of Two Hundred Fifty Thousand ($250,000.00) Dollars is hereby appropirated to the use of the General Fund of the said City of Fort Wayne, Indiana, during the year 1945, and in accordance with Appropriation Ordinance Number 1134, passed by the Common Council of the City of Fort Wayne, Indiana, August 28, 1944.

Section 3. That said sum of money may be transferred in monthly installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

Approved by me

Otto H Adams
City Comptroller

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ----------nine Nays 0----------None.

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 12th day of December 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2139

Frank W King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 14 day of December 1944

Leonard H Ellenwood
City Clerk

Approved this 19th day of December 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2140

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between THE JOURNAL*GAZETTE COMPANY and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 8th day of December, 1944, THE JOURNAL-GAZETTE COMPANY entered into a certain contract and ggreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the printing in THE FORT WAYNE JOURNAL -GAZETTE proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1945, until December 31, 1945, and to furnish the said City of Fort Wayne, One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract One Hundred and Fifty (150) copies of the proceedings of the entire year, and more specifically set out in said contract, to-wit:

C ONTRACT

THIS AGREEMENT, Made and entered into this 8th day of December, 1944, by and between THE JOURNAL*GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, ALLEN COUNTY, State of Indiana, by and through its BOARD OF PUBLIC WORKS, PARTY OF THE SECOND PART, WITNESSETH:

That the Party of the First Part covenants and agrees to print in The Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from Januaryl, 1945, until December 31, 1945, and to furnish the Party of the Second Part One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1945, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies.

One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound with cloth.

That the Pary of the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper.

It is further agreed bythe parties hereto that in case the First Party fails to perform all the conditions required by this contract to be performed by it, the Party of the Second Part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of the First Part.

The Party of the First Part agrees that in the prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00) payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said Party of the Second Part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

THE JOURNAL*GAZETTE COMPANY,
By: F.B.RITCHEY
Business Manager
By: A.F.SCHERER
Secretary
Party of the First Part

H.W.Baals
Mayor of the City of Fort Wayne
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
DAVID LEWIS
JOHN H.JOHNSON
Party of the Second Part

ATTEST:
CHAS F.HESS
Secretary
Approved as to form and legality
WALTER E.HELMKE
City Attorney

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between The Journal Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort Wayne Journal-Gazette of the preceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1945, until December 31, 1945, amd to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proeeedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, One Hundred and Fifty (150) copies of the proceedings of the entire year, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes----------9 Nays--------None.

PBJX

GENERAL ORDINANCE NO. 2140 CONTINUED

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 26th day of December 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2140.

Frank E King Jr
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 28th day of December 1944

Leonard H Ellenwood
City Clerk

Approved this 28th day of December 1944

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2141

AN ORDINANCE fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That the following officers and employees of the City of Fort Wayne, Indiana shall receive the following salaries respectively from and after the first day of January, 1945.

Assistant Deputy Comptroller at the rate of Two Thousand One Hundred ($2,100.00) Dollars per year.

Cashier Barrett Law at the rate of Two Thousand One Hundred ($2,100.00) Dollars per year.

Clerk Barrett Law at the rate of Two Thousand One Hundred($2,100.00) Dollars per year.

Clerk Barrett Law at the rate of One Thousand Nine Hundred Eighty ($1,980.00) Dollars per year.

Minute Clerk, Board of Works, at the rate of One Thousand Four Hundred Fifty-five ($1,455.00) Dollars per year.

Stenographer, Board of Works, at the rate of One Thousand Six Hundred Twenty ($1,620.00) Dollars per year.

Bookkeeper, Board of Works, at the rate of Two Thousand Three Hundred Twenty ($2,320.00) Dollars per year.

Building Commissioner at the rate of Two Thousand Nine Hundred Forty ($2,940.00) Dollars per year.

Electrical Inspector at the rate of Two Thousand Six Hundred Forty ($2,640.00) Dollars per year.

Plumbing Inspector at the rate of Two Thousand Six Hundred Forty ($2,640.00) Dollars per year.

Heating Inspector at the rate of Two Thousand Six Hundred Forty ($2,640.00) Dollars per year.

Smoke Inspector at the rate of Two Thousand Four Hundred ($2,400.00) Dollars per year.

Clerk of the Building Department at the rate of One Thousand Five Hundred Sixty ($1,560.00) Dollars per year.

Assistant City Engineer at the rate of Three Thousand One Hundred Twenty ($3,120.00) Dollars per year.

Junior Assistant City Engineer at the rate of Two Thousand Seven Hundred Sixty ($2,760.00) Dollars per year.

Draftsman, City Engineer's Office at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Instrument men at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Rodmen at the rate of One Thousand Nine Hundred Twenty ($1,920.)0' Dollars per year.

Clerk to the Engineer at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Street Commissioner at the rate of Three Thousand Two Hundred Forty ($3,240.00) Dollars per year.

Assistant Street Commissioner at the rate of Two Thousand Six Hundred Forty ($2,640.00) Dollars per year.

Superintendent Asphalt Plant and Paving Chemist at the rate of Three Thousand One Hundred Twenty ($3,120.00) Dollars per year.

Day Janitor, City Hall, at the rate of One Thousand Five Hundred ($1,500.00) Dollars per year.

Night Janitor, City Hall, at the rate of One Thousand Five Hundred Sixty ($1,560.00) Dollars per year.

Consultant, City Plan Commission, at the rate of Two Thousand Three Hundred Eighteen Dollars and Seventy-five Cents ($2,318.75) per year.

Secretary, City Plan Commission, at the rate of Three Hundred Seventy-five ($375.00) Dollars per year.

Clerk, Board of Zoning Appeals, at the rate of Three Hundred Seventy-five ($375.00) Dollars per year.

Associate City Attorney at the rate of Six Hundred ($600.00) Dollars per year.

Humane Officer at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Attendant at Humane Shelter at the rate of One Thousand Two Hundred ($1,200.00) Dollars per year.

Deputy City Clerk atnthe rate of One Thousand Six Hundred Twenty ($1,620.00) Dollars per year.

Bailiff to City Court at the rate of One Thousand Five Hundred ($1,500.00) Dollars per year.

Secretary to the City Attorney, at the rate of One Thousand Twenty ($1,020.00) Dollars per year.

Executive Secretary Board of Safety, at the rate of Two Thousand Two Hundred Twenty ($2,200.00) Dollars per year.

Inspector Weights and Measures at the rate of Two Thousand Nine Hundred Forty ($2,940.00) Dollars per year.

Weighmaster City Scale, at the rate of One Thousand Five Hundred Sixty ($1,560.00) per year.

Marketmaster, City Market, at the rate of One Thousand Nine Hundred Twenty ($1,920.00) Dollars per year.

Chief of Police at the rate of Four Thousand Two Hundred ($4,200.00) Dollars per year.

Captain of Police at the rate of Three Thousand Two Hundred Ten ($3,210.00) Dollars per year.

Captain of Detectives at the rate of Three Thousand Three Hundred Thirty ($3,330.00) per year.

Captain of Traffic at the rate of Three Thousand Two Hundred Ten ($3,210.00) Dollars per year.

Lieutenants at the rate of Two Thousand Eight Hundred Eighty ($2,880.00) Dollars per year.

Sergeants at the rate of Two Thousand Five Hundred Fifty ($2,550.00) Dollars per year.

Detective Sergeants at the rate of Two Thousand Six Hundred Eighty Two ($2,682.00) Dollars per year.

Lieutenant Mechanic at the rate of Three Thousand One Hundred Forty-four ($3,144.00) Dollars per year.

Sergeant Mechanic at the rate of Two Thousand Six Hundred Eighty-two ($2,682.00) Dollars per year.

Patrolmen at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Secretary to the Chief at the rate of One Thousand Nine Hundred Eighty ($1,980.00) Dollars per year.

Traffic Engineer at the rate of Three Thousand ($3,000.00) Dollars per year.

Clerk to Traffic Engineer at the rate of One Thousand Four Hundred Forty ($1,440.00) Dollars per year.

Clerk to Captain of Traffic at thenrate of One Thousand Seven Hundred Forty ($1,740.00 Dollars per year.

Clerk to Captain of Detectives at the rate of One Thousand Seven Hundred Forty ($1,740.00) Dollars per year.

Traffic Clerk at the rate of One Thousand Three Hundred Twenty ($1,320.00) Dollars per year.

Superintendent of the Signal Department at the rate of Four Thousand Two Hundred ($4,200.00) Dollars per year.

Assistant Superintnedent Signal Department at the rate of Three Thousand One Hundred Twenty ($3,120.00) Dollars per year.

Linemen at the rate of Two Thousand Seven Hundred Sixty ($2,760.00) Dollars per year.

Electrician at the rate of Two Thousand Seven Hundred Sixty ($2,769.00) Dollars per year.

Chief Despatcher at the rate of Two Thousand Nine Hundred Twenty-two ($2,922.00) Dollars per year.

Despatchers First Class at the rate of Two Thousand Five Hundred Fifty ($2,550.00) Dollars per year.

Despatchers at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Radio Technician repairman at the rate of Two Thousand Six Hundred Seventy ($2,670.00) Dollars per year.

Fire Chief at the rate of Four Thousand Two Hundred ($4,200.00) Dollars per year.

Battalion Chiefs at the rate of Three Thousand Two Hundred Ten ($3,210.00) Dollars per year.

Master Mechanic at the rate of Three Thousand One Hundred Forty-four ($3,144.00)

Assistant Mechanic at thenrate of Two Thousand Eight Hundred Eighty ($2,880.00) Dollars per year.

Platoon Captains at the rate of Two Thousand Eight Hundred Eighty ($2,880.00) Dollars per year.

Fire Prevention Captain at the rate of Two Thousand Seven Hundred Forty-eight ($2,748.00) per year.

Captains at the rate of Two Thousand Six Hundred Sixteen ($2,616.00) Dollars per year.

Lieutenants at the rate of Two Thousand Five Hundred Fifty ($2,550.00) Dollars per year.

Fireman at the rate of Two Thousand Four Hundred Sixty ($2,460.00) Dollars per year.

Secretary to the Chief at the rate of One Thousand Seven Hundred Forty ($1,740.00) per year.

Helpers Weights & Measures, at the rate of Fity ($50.00) Dollars per year.

Helper, City Scale, at the rate of Forty ($40.00) Dollars per year.

President of Board of Public Health at the rate of Three Hundred Sixty ($360.00) Dollars per year.

Vice President of Board of Public Health at the rate of One Hundred Eighty($180.00) Dollars per year.

Member of the Board of Public Health at the rate of One hundred Eighty ($180.00) Dollars per year.

Secretary of the Board of Public Health at the rate of Two Thousand Four Hundred Eighty-six ($2,486.00) Dollars per year.

Assistant Secretary of the Board of Public Health at the rate of Two Thousand Sixty ($2,060.00) Dollars per year.

Nurse Isolation Hospital at the rate of One Thousand Five Hundred Forty-six Dollars and Eighty Cents ($1,546.80) Dollars per year.

Public Health Nurse at the rate of One Thousand Nine Hundred Fifty-six ($1,956.00) Dollars per year.

Bacteriologist at the rate of Two Thousand Three Hundred Sixty-four ($2,364.00) Dollars per year.

Dairy and Meat Inspector at the rate of Two Thousand Eight Hundred Four ($2,804.00) Dollars per year.

Lieutenant at the rate of Two Thousand Eight Hundred Eighty ($2,880.00) Dollars per year.

Sergeants at the rate of Two Thousand Five Hundred Fifty ($2,550.00) Dollars per year.

Clinic Director at the rate of One Thousand Eight Hundred ($1,800.00) Dollars per year.

Investigator of Clinic at the rate of Two Thousand Five Hundred Fifty ($2,550.00) Dollars per year.

School Physicians at the rate of Six Hundred Seventy-five ($675.00) Dollars per year.

School Dentist at the rate of Seven Hundred Forty ($740.00) Dollars per year.

School Nurse at the rate of One Thousand Nine Hundred Fifty-six ($1,956.00) Dollars per year.

Nurse Venereal Clinic at the rate of Seven Hundred Fifty-Six ($756.00) Dollars per year.

Clerk at the rate of One Thousand Four Hundred Forty ($1,440.00) Dollars per year.

GENERAL ORDINANCE NO.2141 CONTINUED

Provided, however, that the salary of any fireman or policeman shall be at the rate of One Hundred Ninety-five ($195.00) Dollars per month for the first six months of his employment, and at the rate of Two Hundred ($200.00) Dollars per month for the second six months of his employment; thereafter at the rate of Two Hundred Five ($205.00) Dollars per month of his employment.

Section 2. All salaries, compansation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be for a calendar year and shall be paid on a semi-monthly basis, and it is the intention of this Ordinance that the salaries, compensations or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes -------9 ----Nays ----None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 26th day of December 1944, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2141.

Frank W King Jr *
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 28th day of December 1944.

Leonard H Ellenwood
City Clerk

Approved this 28th day of December 1944.

H.W.Baals
Mayor

GENERAL ODRINANCE NO.2142

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between MAY CONSTRUCTION COMPANY, William May, sole owner, and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana,

Whereas, on the 27th day of December, 1944, MAY CONSTRUCTION COMPANY, William May, sole owner, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the strengthening, improving and extending of the St. Joe River dike, which contract is in the following words and figures, to-wit:

CONTRACT FOR IMRPOVEMENT OF ST.JOSEPH RIVER DIKE
FOR THE
CITY OF FORT WAYNE, INDIANA CONTRACT NO. G____

-:-:-:

7PBJX

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Seven Thousand Six Hundred Ninety-five ($7,695.00) Dollars in the manner hereinafter set out.

A written estimate of the value of the constructio work completed may be made by the Contractor and submitted to the Owner on or about the first of each month. The engineers of the Owner will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final.

Upon approval of an estimate by the engineers, Eighty-fie (85%) percent of the value of the value of the cons ruction work, less all previos payments, shall be due and payable to the contractor.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the contractor shall have fully complied w th all of the terms of the contract and after the engineers shall have approved the completed work, and after the Owner shall have accepted the work.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract here under, nie.ter the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the workmen's Compensation Act of the State of Indiana.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for bids
2. General conditions
3. Contractor's bid
4. Instructions to bidders
5. General specifications and conditions
6. Construction Drawings
7. This contract

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured diminsions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE V APPROVAL OF CONTRACT

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for hinself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY: H.W.Baals
H.W.Baals Mayor

BOARD OF PUBLIC WORKS
Robert G.Beams David Lewis John H Johnson

Attest:
Chas F Hess
Secretary

MAY CONSTRUCTION COMPANY
By: WM MAY
Sole Owner

Approved as to form and legality
WALTER E HELMKE
Walter,E Helmke City Attorney

GENERAL ORDINANCE NO. 2142 Continued

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the contract heretofore entered into on the 27th day of December, 1944, as fully set out above, be and the same hereby ratified and adopted.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

Ayes--------9 Nays -------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 22nd day of January 1945. by a majority vote of all members elect, did pass the ordinance attached, and known as

GENERAL ORDINANCE NO. 2142.

Arno C Speigel
President

Leonard H Ellenwood
City Clerk.

Presneted to the Mayor for approval on the 26th day of January 1945

Leonard H Ellenwood
City Clerk.

Approved this 26th day of Janaury 1945.

H.W.Baals
Mayor

The Ordinance was read the third time in full and on motion was now passed by the following vote.

GENERAL ORDINANCE NO.2143

An Ordinance changing and amending the symbols and indications of a part of General Ordinance No.1436; and the same being: "An Ordinance establishing a zonong plan for the City of Fort Wayne to regulate and restrict the height,area, bulk and use of buildings; to regulate and detemine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for the administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinance supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne" Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section One of the map which is a part of General ordinance No.1436, as above described, be changed from those of a "B" District to those of an "E" District, on the following described real estate in the City of Fort Wayne, Indiana, to-wit:

The territory bounded on the North by Richardson Street, on the West by the West Line of Lot 10 L.M. Bane's Addition, on the South by a line which is 152 feet south of and parallel to the South property line of Richardson Street; and on the East by a line which is 100 feet West of and parallel to the west line of Osage Street.

Section 2. That all provisions, requirments, restrictions and penalties of said Ordinance No.1436 shall be a part of thisOrdinance and this Ordinance shall be a part of said Ordinance No.1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

The Ordinace was read the third time in full and on motion was passed by the following vote. Ayes -------9 Nays -----None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of February 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE 2143.

Arno Spiegel
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 5th day of March 1945

Leonard H Ellenwood
City Clerk

Approved this 5th day of March 1945

H.W.Baals
Mayor

PBLX

GENERAL ORDINANCE NO.2144

An Ordinance relating to the Veterans' Aid Commission of Fort Wayne, authorizing the appointment of a "City Service Officer" and/or assistants under the terms of Senate Bill No 182, known as "The Indiana Veterans' Affairs Law", and authorizing other and related acts within the purview of such State Statute and other City Ordinances, to further Soldier Service in Fort Wayne.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that authority is hereby given to the Mayor of the City of Fort Wayne, acting as Mayor and/or as Director of the Veterans'Aid Commission of Fort Wayne, and the latter (hereinafter referred to as VAC) to cooperate with the State Department of Veterans' Affairs, under "The Indiana Veterans Affairs Law" in the manner determined by him and the said VAC within the terms of the Law, as and when said act is fully operative, and authority is hereby given to said Mayor to appoint a "City Service Officer" and necessary assistants in the manner, and under the terms of said State Law. That in any operation of the VAC under the aforesaid State Law, there shall be no limitation of the rights and privileges heretofore given or granted under any previous Ordinances of the Common Council relative to Civilian Defense and/or the VAC, and this Ordinance shall be considered as supplemental thereto.

That the legal status of said VAC and the service already definitely patterned and established shall continue as presently or hereafter directed by the Mayor and/or the VAC, under the terms of the various Ordinances passed by the Common Council and that any appointees by the Mayor or through the VAC, who qualify directly or by law under the terms of the said State Law, shall be under the supervision and direction of said Mayor and the VAC. That the appointments, duties, powers and privileges of existing Counselors or other officials of the VAC shall in no wise be effected or limited through or by the appoint,ent of a "City Service Officer", and for the purpose of determining those incuded in the foregoing provision, all Wardens appointed under the Civilian Defense activities, shall, as previously designated by VAC, be considered and known as Counselors; the the Governing Board of Wardens shall be legally known as the "VAC Governing Board of Counselors"; that all the powers and rights heretofore given or activities or procedures followed under existing Civilian Defense or other like ordinances are wholly and legally implemented and vested in the VAC, which for all purposes is hereby further recognized and legalized as such in all such ordinances and in the within supplemental ordinances, which ordinances shall all continue and remain in effect until terminated by an affirmative act of the Common Council.

Section2. The Mayor of the City of Fort Wayne, and/or Director of the VAC of Fort Wayne, is authorized to expand and develop the VAC and Soldier Service, both in conjunction with the pattern defined by the State Law, and in line with this or any other ordinances passed by the Common Council relative to it or Civilian Defense, and from established practice. Authority is hereby given to said Mayor to issue any and all regulations and directives necessary to advance Soldier Service, copies of which shall be forwarded to the Common Council, and unless rescinded or revised by it within thirty days, said regulations or directives shall be in force and effect, That, for the purpose of operating under and carrying out either the authority conferred upon him by the Common Council, relative to Soldier Service, the Mayor and those acting officially under his direction, are authorized to use and expend any money available from funds heretofore appropriated by the Common Council for Civilian Defense, or from any other funds that may be available to advance Soldier Service.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W.King Jr
Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes--------9 Nays --------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 13th day of March 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as General Ordinance No.2144.

Arno C Spoegel
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 15th day of March 1945

Leonard H Ellenwood
City Clerk

Approved this 15th day of March 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2145

An Ordinance changing, amending and supplementing General Ordinance no. 1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings to regulate and determine the area of yars, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL of the City of Fort Wayne,Indiana.

Section 1. That the symbols and indications of Section 5 of the map which is a part of General Ordinance No.1436 be changed from those of an "E District to those of a "B" District on the lots bounded as follows to-wit:

(1) On the south by the first alley north of Pontiac Street; on the west by Winter Street; on the north by Creighton Avenue; and on the east by the first alley east of Winter Street.

(2) Bounded on the south by Pontiac street; on the west by the first alley west of Winter Street; on the north by the first alley south of Fisher Street; and on the east by Winter Street.

(3) On the south by the first alley south of Fisher Street; on the west by Reed Street; on the north by Creighton Avenue; and on the east by Winter Street.

Section 2. That all provisions, requirements restrictions and penalties of said ordinance No.1436 shall be apart of this ordinance and this ordinance shall be a part of said ordinance No.1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publications

Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes Nine -----Nays --None.

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of April, 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2145

Arno C Spiegel
President

Leonard H Ellenwood
City Clerk

Presented to the Mayor for approval on the 27th day of April 1945.

Leonard H Ellenwood
City Clerk

Approved this 27 day of April 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.***-2146

An Ordinance amending Section C of Subsection 46, Chapter 3 of Section 260 of General Ordinance No.1328, commonly known as the Building Code, and adopted by the Common Council on December 14, 1926, and amended by General Ordinance No. 1359, adopted by the Common Council on May 24, 1927, and amended by General Ordinance No.1361, adopted by the Common Council on June 14, 1927.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That Section Cof Subsection 46, Chapter 3 of Section 260 of General Ordinance No.1328, commonly known as the Building Code, and adopted by the Common Council on December 14, 1926, and amended by General Ordinance No.1359, adopted by the Common Council on May 24, 1927, and amended by General Ordinance No. 1361, adopted by the Common Council on June 14, 1927, be amended to read as follows:

Subsection 46

(C) As a precautionary measure against fire and explosive hazard, it is hereby declared unlawful and is prohiboted to install within the City limits of Fort Wayne, either above or below ground, tankage for the storage of products listed under Class 1, which combined capacities shall exceed 10,000 gallons at any one location, provided also that the capacities of any individual tank shall not be greater than 5,000 gallons.

SECTION 2. That the penalties for violation as provided in said Building Code shall apply for the violation of the within ordinance.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and legal publication thereof.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine .....Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 22 day of May 1945 by a majority vote of all members,elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2146.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presneted to the Mayor for approval on the 1st day of June 1945.

Willis D Hite
City Clerk.

Approved this 1st day of June 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2147

An Ordinance authorizing the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne to execute a quit-claim deed for Lot #12, Bercot's Addition to the City of Fort Wayne, Allen County, Indiana.

WHEREAS, on the 18th day of April, 1938, the City Controller purchased at tax sale the following described real estate, to-wit:

Lot #12, Bercot's Addition to the City of Fort Wayne, Allen County Indiana, for delinquent sidewalk assessment on said parcel of land in the amount of $13.57; and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,

WHEREAS, the deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana, "and;

WHEREAS, Kozma S.Sholeff desires to purchases said lot, and said purchaser desires to pay to the City of Fort Wayne the sum of $25.00 for a quit-claim deed, which amount is sufficient to pay the delinquent assessments, costs and interest; and,

WHEREAS, it will be necessary to execyte a quit-claim deed to clear the title to the said real estate;

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quit-claim deed to Kozma S Sholeff to the following described real estate, to-wit:

Lot #12, Bercot's Addition to the City of Fort Wayne Allen County, Indiana,

upon the receipt of the sum of $25.00 being Barrett Law Assessment due on said lot, costs and interest.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read thethird time in full and on motion was now passed by the following vote: Ayes --------Nine ---Nays ----- None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 12 day of June 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2147.

Arno C Spiegel
President

Willi D Hite
City Clerk

Presented to the Mayor for approval on the 15 day of June 1945

Willis D Hite
City Clerk

Approved this 15 day of June 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2148

An Ordinance authorizing the City of Fort Wayne, by and through its Board of Public Works, to purchase the North One-Half of Lot 333, Hamilton's Fourth Addition to the City of Fort Wayne, Allen County, Indiana, and pay therefore the sum of Three Thousand Five Hundred ($3,500.00) Dollars.

WHEREAS, the Board of Public Works of the City of Fort Wayne deems it advisable to acquire certain real estate which is located next to the Lafayette Substation, which additional property is nedded for the necessary expansion of said substation.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, by and through its Board of Public Works, is hereby authorized to purchase the North One-Half of Lot 333, Hamilton's Fourth Addition to the City of Fort Wayne, Allen County, Indiana, and to pay therefor the sum of Three Thousand Five Hundred ($3,500.00) Dollars.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes-----nine------Nays -----None.

2PBJX

GENERAL ORDINANCE NO. 2148 CONT

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 12 day of June 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2148

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15th day of June 1945

Willis D Hite
City Clerk

Approved this 15th day of June 1945

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2149

An Ordinance authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to improve Wayne Street from the east property line of Hanover Street to the west property line of Anthony Boulevard by draining, curbing, grading and paving the roadway to a uniform width of thirty (30) feet.

WHEREAS, THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, DEEMED it necessary to improve Wayne Street from the east property line of Hanover Street to the west property line of Anthony Boulevard by draining, curbing, grading and paving the roadway to a uniform width of thirty (30) feet, and adopted Improvement Resolution No.3512- 1945 on Tuesday March 13, 1945; and,

WHEREAS, ON Thursday April 12, 1945, a majority in number of the resident freeholders on said street remonstrated against said improvement; and,

WHEREAS, the Board of Public Works deems ir advisable to improve said street in conjunction with the street rehabilitation program of the City of Fort Wayne, Indiana; and ,

WHEREAS, it would be for the best interests and welfare of the citizens of Fort Wayne, Indiana, that said street be improved.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, IN INDIANA:

SECTION 1: That pursuant to the law of the State of Indiana in such cases made and provided for, the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized and specifically ordered to improve Wayne Street from the east property line of Hanover Street to the west property line of Anthony Boulevard by draining, curbing, grading and paving the roadway to a uniform width of thirty (30) feet.

Section 2. That upon the passage of this ordinance and approval by the Mayor, the Board of Public Works of the City of Fort Wayne Indiana, shall advertise for bids for said work as now required by law.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ---------8------Nays-------One.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 12 day of June 1945, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2149

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15 day of June 1945.

Willis D Hite
City Clerk

Approved this 15th day of June 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2159

An Ordinance providing for the acceptance of the donation of certain real estate described in the body of this Ordinance, to the City of Fort Wayne, Indiana, by William T.McKay, Ruth B.McKay, his wife; James M.McKay and Neil A. McKay.

Whereas William T McKay, Ruth B.McKay, his wife; James M.McKay and Neil A McKay, have offered to donate and give to the City of Fort Wayne, Indiana, the following described real estate, to wit:

Beginning on the east side of Parnell Avenue at the north former high-water mark of the old Wabash, Erie and Feeder Canal; thence running in a northeasterly direction with the meanderings of the said Canal 1300 feet; thence in a northwesterly direction to Parnell Avenue at a point 800 feet from the point of beginning; thence to the point of beginning, in Washington Township, Allen County, Indiana,

AND WHEREAS, the said above described real estate contains the grave of John Chapman, "Johnny Appleseed", and

WHEREAS this pioneer orchardist, nursertman and outstanding historical character was the benefactor and Evangelist of the early Settlers and has gone down in history and is recognized nationally as a great historic character and memorials and shrines have been erected to his memory in many States of the Union, and thousands of books, articles and radio broadcasts have been written and given glorifying his life and work, and

WHEREAS, it is fitting and proper that the City of Fort Wayne should appropriately mark his grave with the establishment of a proper shrine to which pilgrimages may be made by people from all over the worl, and

WHEREAS, the City of Fort Wayne is fortunate to have the privilege and honor of particiating in perpetuating the memory of "Johnny Appleseed",

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, Indiana, graciously accept the said donation and offer made by the said William T.McKay, Ruth B McKay, his wife; James M.McKay and Neil A.McKay of the said ABOVE Described real estate, and obligate itself to maintain the same in an approriate and proper manner as a tribute and shrine to the life and work of #Johnny Appleseed", and that the City of Fort Wayne hereby expresses its appriciation and gratitude to the donors of this real estate.

Section 2. That this real estate be placed under the jurisdiction and control of the Park Board of the City of Fort Wayne and that this said Board collaborate and consult with a Committee consisting of three members of the Johhny Appleseed Commission", and a member of the Board of Public Works, and a member of the Common Council.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes---------8---Nays ---------None

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of June 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2150.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 28 day of June 1945

Willis D Hite
City Clerk

Approved this 28th day of June 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2151

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between Westinghouse Electric Corporation a Pennsylvania corporation, and the City of Fort Wayne, of Allen County Indiana, by and through its Board of Public Works.

Whereas, on the 2d day of July, 1945, Westinghouse Electric Corporation a Pennsylvania corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) 5000 KVA Transformer with Automatic Tap Changer and Sub Station type Switchgear Equipment, which contract and agreement are more fully set forth in the said contract to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 2nd day of July, 1945, by and between Westinghouse Electric Corporation, a corporation organized and existing under the laws of the State of Pennsylvania, Party of the First Part, and the City of Fort Wayne, a municipal corporation, of Allen County, Indiana, by and through its Board of Public Works, Party of the Second Part, WITNESSETH:

That the Party of the First Part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the building, furnishing and delivery of

One (1) 5000 KVA Transformer with Automatic Tap Changer and Sub Station type Switchgear Equipment,

to be delivered f.o.b. Fort Wayne, Indiana. All such apparatus and equipment and the building thereof shall be in accordance with the plans and specifications prepared by the Party of the Second Part and dated June 5, 1945, and known as Contract No.26, and the proposal of the Party of the First Part now on file in the office of the Board of Public Works, of the City of Fort Wayne, Indiana, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of payment by the City of Fort Wayne, Indiana, Party of the Second Part, as follow:

Thirty-three Thousand Seven Hundred Thirty ($33,730.00) Dollars.

TERMS OF PAYMENT: The City of Fort Wayne, Party of the Second Part, agrees to make a partial payment of Sixty (60) per cent of the contract price upon the delivery of the apparatus and equipment. The remaining Forty (40) per cent will be paid on acceptance of the apparatus and equipment, acceptance, however, not to be later than Ninety (90) days after delivery of the apparatus and equipment. No payment shall be considered as an acceptance of the apparatus and equipment prior to final acceptance by the Board of Public Works, or shall release the Party of the First Part from liability for faulty work appearing after the final payment has been made.

The Party of the First Part agrees to ship the aforesaid 5000 KVA Transformer with Automatic Tap Changer and Sub station type Switchgear Equipment, Two Hundred Fifty (250) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana.

The said Party of the Firt Part agrees to pay and to require of his sub-contractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the Conditions and stipulations of this contract,

the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereuno set our hands and seals on the day and year afo esaid.

CITY OF FORT WAYNE.
BY: H.W.Baals
H.W.Baals, Mayor
BOARD OF PUBLIC WORKS
Robert G Beams

Fred W.Menze

John H.Johnson

ATTEST:
Helen M.Sweet
Secretary

Approved as to form and legality By: Walter E.Helmke
City Attorney

Westinghouse Electric Corporation
F.T.Whiting
Fred T.Whiting, Vice President

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale and purchase of One (1) 5000 KVA Transformer with Automatic Tap Changer and Sub Station type Switchgear Equipment, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Paul C.Wolf.

The Ordinance was read the third time in full and on motion was now passed by the following vote:Ayes.....9..... Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of July 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2151.

Arno B Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 31 day of July 1945.

Willis D Hite
City Clerk.

Approved this 31 day of July 1945.

H.W.Baals
Mayor

PBJX

GENERAL ORDINANCE No. 2152

An Ordinance amending General Ordinance Number 2124, being "An Ordinance accepting the offer of the United States of America to grant to the City of Fort Wayne the sum of $33,950 to aid in financing the acquisition and construction of public works consisting of sewer facilities", passed by the Common Council of the City of Fort Wayne, Indiana, on May 24, 1944. and approved by the Mayor of the City of Fort Wayne on May 24, 1944 accepting the Amendment of Agreement of the United States of America to grant to the City of Fort Wayne the sum of $149,350 to aid in financing the acquisition and construction of public works consisting of sewer facilities.

ACCEPTANCE OF THE AMENDMENT OF AGREEMENT

WHEREAS, there has been filed with the Bureau of Community Facilities of the Federal Works Agency in behalf of City of Fort Wayne, Indiana, (herein called the Applicant") an application for federal assistance under the so-called Lanham Act, as amended, and the United States of America, acting by and through the Commissioner of Community Facilities, has transmitted to the Applicant for acceptance an Amendment of Agreement of federal assistance in connection with the Project referred to in said application; and

WHEREAS, said Amendment of Agreement has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Applicant's public records; and

WHEREAS, it is deemed advisable and in the public interest that said Amendment of Agreement be accepted:

NOW, THEREFORE, be it ordained by the Common Council of the Applicant that the Amendment of Agreement, a true and correct copy of which is hereto attached, be and the same hereby is accepted without reservation or qualification.

Passed by the aforementioned governing body of the Applicant on the 31st day of July, 1945.

Approved on the 31st day of July, 1945, by the Mayor of the Applicant.

Signed H.W.Baals
Mayor of the City of Fort Wayne, Indiana

July 31st 1945
Approved as a Valid acceptance of the Above-mentioned Amendment of Agreement:

Gables & Gable
Attorney at Law, City Attorney

Address: 415-17 Standard Building,
Fort Wayne, 2, Indiana

UNITED STATES OF AMERICA
FEDERAL WORKS AGENCY
BUREAU OF COMMUNITY FACILITIES
Washington 25

AMENDMENT OF AGREEMENT

PROJECT NO. IND. 12-205-N
Dated July 21, 1945

City of Fort Wayne,
Fort Wayne, Indiana

The United States of America hereby offers to amend its Agreement dated May 17, 1944, which you accepted as of May 24, 1944, by changing in the first paragraph the grant figure "$33,950" to "$149,350" and the estimated cost figure "$177,916" to "$298,700".

It is hereby agreed that if the cost of the project should exceed the estimated cost of $298,700 you shall provide, in addition to such other funds as maybe otherwise necessary to defray the cost, funds sufficient to defray such overrun in the cost.

The title "Federal Works Administrator" in said Agreement and in the terms and conditions shall be construed as meaning the Commissioner of Community Facilities or his authorized representative.

This Agreement shall take effect upon your accepting it in accordance with the applicable legal requirements for the formation of the contract.

UNITED STATES OF AMERICA
FEDERAL WORKS ADMINISTRATION
By: F.T.BRAND
Acting for George H.Field, Commissioner.

Frank A.Ailig Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes -------9 ----Nays------None.

GENERAL ORDINANCE NO.2152 CONTINUED

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting held on the 31 st day if July 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2152.

Arno C Spiegel
President

Willis L Hite
City Clerk

Presented to the Mayor for approval on the 2 day of August 1945.

Willis L Hite
City Clerk

Approved this 2 day of August 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2153

An Ordinance ratifying and approving a contract and agreement made and entered into by and between The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S. Weikel, and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana.

Whereas, on the 24th day of July, 1945, The Weikel Construction Company, a partnership consisting of D.I.Weikel and J.S.Weikel entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the construction of the Underground Duct and Manhole System from Lafayette Substation to Avondale Substation, Contract No.28, which contract is in the following words and figures, to wit:

CONTRACT FOR UNDERGROUND DUCT AND MANHOLE SYSTEM
FROM
LAFAYETTE SUSBTATION TO AVONDALE SUBSTATION
CITY OF FORT WAYNE, INDIANA
CONTRACT NO.28

-:-:-:

2PBJX

of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if heeein set out verbatim, or if not attached, as if hrerto attached.

1. Advertisement for Bids.
2. General Conditions.
3. Contractor's Bid.
4. Instructions to Bidders.
5. General Specifications and Conditions.
6. Detailed Specifications.
7. Construction Drawings.
8. This Contract.

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the laeger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE V. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in One Hundred Twenty (120) calendar days after the approval of the within contract by the Common Counc l of the City of Fort Wayne, Indiana.

ARTICLE VI. DUTIES OF CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and oyher expendible equipment to the extent of ninety (90) percent of the cost thereof, not later than the twentieth (20) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incprporated or used; and (3) to each of sub-contractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his sub-contractors, to the extent of each such sub-contractor's interest therein.

ARTICLE VII. UNIT PRICES

In the event the Owner shall requiee the Contractor to do additional work or in the event adjustments shall be necessary, the Contractor agrees to furnish the following items for the following unit prices:

1. Concrete, complete and in place	$28.00 per cubic yard
2. Concrete forms, complete and in place	4.45 per square yard
3. Earth Excavation	$ 3.00 per cubic yard
4. Reinforcing Steel, in place	$00.15 per pound.
5. Nine (9) Duct Bank, in place	$ 7.70 per lineal foot.
6. Twelve (12) Duct Bank, in place	$ 9.60 per lineal foot
7. Standard Manhole #1, in place	$650.00
8. Standard Manhole #2 or 2A, in place	$625.00
9. Curbing, in place	$ 1.75 per lineal foot
10. Asphalt Pavement, in place 7" Concrete and 1½" asphalt)	$ 5.25 per square yard

ARTICLE VIII APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or abligatory upon the Owner unless and until it shall have first been a proved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be whobly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, WE THE FOREGOING named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: H.W.Baals
H.W.Baals Mayor
Board of Public Works
Robert G Beams
Fred W Menze
John H Johnson
THE WEIKEL CONSTRUCTION COMPANY
By:D.I.Weikel
D.I.Weikel Partner

Attest:
Helen W Sweet
Secretary
Approved as to form and legality
Walter E Helmke
Walter E Helmke City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:
Section 1. That foregoing contract made and entered into by and between THE WEIKEL CONSTRUCTION COMPANY, a partnership consisting of D.ILWEIKEL AND J.S.WEIKEL, And the CITY OF FORT WAYNE, by and through its Board of Public Works, for the construction of the Undergorund Duct and Manhole System from Lafayette Substation to Avondale Substation, Which contract and agreemnt is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage by the Mayor.

The Ordinanne was read the third time in full and on motion was now passed by the following vote. Ayes ---------8--- Nays -------None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 7 day of August 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2153.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 8 day of August 1945.

Willis D Hite
City Clerk

Approved this 8th day of August 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2154

An Ordinance fixing the tax levy for City Purposes for the year 1946.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of ninety cents (.90) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1946, same to be delivered as follows:

General Fund	$ .353
Sinking Fund	.038
Police Pension Fund	.04
Firemen's Pension Fund	.05
Sanitary Officers & Inspectors of the Board of Health Pension Fund	.001
River Improvement & Flood Prevention	.01
City Plan & Zoning	.006
Fort Wayne Art School	.005
Aviation Commission	.015
North Side Track Elevation	.02
Street Repair & Rehabilitation	.03
Sewer Relief	.15
Humane Shelter	.009
Bridge Repair	.005
Park General	.10
Park Playground & Recreation	.062
Park Tree Preservation	.005
Park Appleseed Memorial	.001
TOTAL LEVY:	$ .90

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during the year 1946.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and xx after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes-------Eight------Nays----None--.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of August 1945, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2154.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 29th day of August 1945

Willis D Hite
City Clerk

Approved this 30 day of August 1945

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2155.

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between DRAINAGE CONTRACTORS, INC, a corporation organized and existing under the laws of the State of Michigan,and the CITY OF FORT WAYNE,ALLEN COUNTY, INDIANA,a municipal corporation, by and through its Board of Public Works.

WHEREAS, on the 24th day of August, 1945, DRAINAGE CONTRACTORS,INC, a corporation organized and existing under the laws of the State of Michigan, entered into a certain contract and agreement with the CITY OF FORT WAYNE, ALLEN County, Indiana, by and through its Board of Public Works, for the construction of one (1) system of inter ceptor sewers located in the Lafayette Place Area in the southeastern part of the City of Fort Wayne, Indiana, Contract No.33, which contract is in the folowing words and figures, to-wit:

CONTRACT FOR
LAFAYETTE PLACE INTERCEPTOR SEWER

CITY OF FORT WAYNE, INDIANA
CONTRACT NO.33.

*:-:-:-

ARTICLE III. PAYMENTS TO CONTRACTORS

(a) Not Later than the 15th day of each calendar month the Owner shall and agrees to make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner will retain ten (10%) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided. That the Owner, at any time after fifty (505) percent of the work has been completed, if it finds that satisfactory progress is being made. maymake any of the remaining partial payments in full Provided, Further, That if this contract comprises two or more major units of work readilyseparable and divisible, for which a separate price is stated in the contract, payment may be made in full, including retained percentage thereon less authorized deduction for each unit of work upon its completion and acceptance.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provisions shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment ofall of the terms of the contract.

ARTICLE IV. NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race of color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penaly of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana,showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids.
2. General Conditions.
3. Contractor's Bid.
4. Instructions to Bidders.
5. General Specifications and Conditions.
6. Detailed Specifications.
7. Addendum Number One
8. Addendum Number Two
9. Construction Drawings
10. This Contract.

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

27 BBX

ARTICLE VI. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract on One Hundred Five (105) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE VII. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety (90%) percent of the cost thereof, not later the 20th day of the calendar month following that in which such materials tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

ARTICLE VIII UNIT PROCES

In the event the Owner shall require the Contractor to do additional work, or in the event deductons are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the Basis of the unit price set out specifically from Item 1 to,Item 52, both inclusive, in Contractor's Bid, which by reference is made a part hereof as if fully set out herein.

ARTICLE IX APPROVAL OF CONTRACT

This contract,although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shallbecome and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: H.W.Baals
H.W.Baals, Mayor
BOARD OF PUBLIC WORKS

ROBERT G BEAMS
FRED W MENZE
JOHN H. JOHNSON

DRAINAGE CONTRACTORS INC.
BY: FRANK DI PONIO
PRESIDENT
BY: H.W.MCKENZIE
SECRETARY

ATTEST:
HELEN W. SWEET
SECRETARY
Approved as to form and legality:
WALTER E. HELMKE
WALTER E HELMKE CITY ATTORNEY

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between DRAINAGE CONTRACTORS, INC, a corporation organized and existing under the laws of the State of Michigan, and the CITY OF FORT WAYNE, ALLEN COUNTY, Indiana, by and through its Board of Public Works, for the construction of one (1) system of interceptor sewerss located in the Lafayette Place Area in the southeastern part of the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes---------8---Nays ---------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana , at a regular meeting held on the th day of September 1945, by a majority vote of allmembers, elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2155.

Presented to the Mayor for approval on the 14th day of September 1945

Willis D Hite City Clerk

Approved this th day of September 1945.

H.W.Baals
Mayor

Arno C Spiegel
President

Willis D Hite
City Clerk

GENERAL ORDINANCE NO.2156

AN ORDINANCE Approving a contract between the City ofFort Wayne, Indiana, by and through its Board of Public Works on the one part, and Spicer Manufacturing Corporation, a Virginia corporation for the use of its Salisbury Axle Division on the other, providing for the construction, maintenance and operation of a single spur track railroad across State Street near its intersection with Tillie Street, and also across a 10-foot alley between the Indiana Service Corporation's right of way and the Pennsylvania Railroad Company's right of way at a point approximately 130 feet south of the intersection of said alley with State Street.

WHEREAS, HERETOFORE on the 23rd day of August 1945, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with Spicer Manufacturing Corporation, in the following words to wit:

AGREEMENT

THIS CONTRACT AND AGREEMTN made and entered into this 23rd day of August, 1945, by and between the CITY OF FORT WAYNE, by and throughmits Board of Public Works, First Party, hereinafter for convenience called the "City", and Spicer MANUFACTURING CORPORATION, a Virginia corporation, for the use of its Salisbury Axle Division, Second Party, hereinafter for convenience called the "Company", WITNESSETH:

WHEREAS, the Company desires to procure and maintain a side or spur track connecting the main tracks of the Pennsylvania Railroad Company with its manufacturing plant in order to facilitate shipping to and from the same, and said Railroad Company is willing to construct said side track and furnish such shipping facilities,

NOW THEREFORE, in consideration of the covenants and agreements to be performed and complied with by the Company as hereinafter provided. consent, permission and authority are hereby granted and are given by the City to the Company to construct, maintain and operate, or cause to be constructed, maintained and operated a single track railroad across State Street at a point approximately 325 feet west of its intersection with Tillie Street, and also across a 10 foot alley between the Indiana Service Corporation right-of-way and the said Railroad Company's right-of-way at a point approximately 130 feet south of the intersection of said alley with State Street, to be located in accordance with the plat hereto attached and made a part hereof, on which the proposed side track across said street and alley is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions, to-wit:

(1) If the Company should hereafter desire to relocate or reconstruct said track ay any time during the term of thsi contract, it shall not in so doing obstruct the street or alley above mentioned for any length of time in excess of 5 days consecutively.

(2) Said track shall not be elevated above and shall be so constructed and maintained as to at all times conform with the established grade of the street and alley here involved as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the proper use thereof for all purposes by the public in passing along,upon and across said track at any point thereof. That said track and the rails thereof shall conform with the grade of the street and alley now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by the Company at its own expense for the purposes of regarding paving, repaving or repairing said street and alley, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement. And in case it becomes necessary, in the opinion of said Board of Public Works, to so take up said track for any of such purposes, or it shall not conform woth the grade as above provided, said Board shall notify the Company of such facts and the Company shall thereupon take up said track for the purpose of such repairs or improvements or make it conform to such grade, within such time as the Board may in said notice require; and upon the Company's failure so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repairs, or to make it conform to such grade, and charge the cost thereof to the Company. And in case the Company shall fail to pay such cost or expense within 30 days from the date of being billed therefor, the City shall have a right of action to recover the same against the Company together with reasonable attorney fees for the collectionofthereof.

(3) If said street or alley is hereafter paved or repaved, the Company shall pay for so much thereof as lies between the rails of said track and for a space of 2 feet on both sides thereof, and in case any of such pavements are constructed or reconstructed, said track shall be removed and relaid to conform with the grade of the street or alley as paved and a foundation laid at the Company's expense under the ties of such track of 6 inches of concrete. The Company shall repair said parts of said street and alley in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said street and alley in a good condition of repair.

(4(The Company shall not at any time haul or allow to be hauled to,exceed 7 cars over and along any part of the track herein authorized to be maintained, and shall not load or unload any cars or permit the same to stand on said track at any of the street or alley crossings along the line thereof hereby.permitted.

(5) The Company shall so construct and maintain said track as not in any way to interfere with the drainage of surface water on said street or alley, and shall comply generally with the directions of the Board of Public Works as to the manner of constructing said track.

(6) The Company further agrees to keep and hold said City free and harmless from any and all liability or damages that may accrue to any person or property on account of injury growing out of any construction, reconstruction, maintenance or operation of said track or the operation of any cars thereon by any person or corp

oration; and in case suit shall be filed against said City on account thereof, the Company on notice by the City shall defend such action at its own expense and pay any judgment that may be rendered against the City therein, and hold harmless and indemnify the City on account thereof.

(7) The Company shall further execute to the City a bond, with sufficient surety to be approved by said Board of Public Works, payable to said City in the sum of $10,000.00, conditioned for the faithful performance by the Company of all the conditions and provisions herein contained to be performed on its part; and will from time to time, whenever desired by said Board of Public Works, renew said bond.

(8) It is further agreed that if the Company shall fail to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and the Company shall forfeitcall rights hereunder, and shall cause the removal at its expense of all track that may be laid hereunder, and place said street and alley in as good and safe condition for travel and of the same material as the remainder thereof are.

(9) It is further understood and agreed that this contract and the provisions hereof shall inure to the benefit and to be binding upon the successors and assigns of the Company.

(10) The consent, permission and authority hereby granted shall continue for the period of 25 years from the date hereof.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their respective duly authorized officials and officers, the City by its Board of Public Works and the Company by its President and Secretary, and each with its corporate seal, this 23rd day of August, 1945.

CITY OF FORT WAYNE
By: Robert G.Beams
Fred H Menze
John H Johnson
Its Board of Public Works

City Seal

ATTEST:
Helen W Sweet
Secretary

Spicer Manufacturing Corporation
By R.E.Carpenter
Its Executive Vice-President

(Corporate)
ATTEST

W.Melick
Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 23rd day of August, 1945 by and between the City of Fort Wayne,Indiana by and through its Board of Public Works,and Spicer Manufacturing Corporation by its thereunto authorized officers, providing for the construction, maintenance, use and operation of a single or spur track railroad across State Street near its intersection with Tillie Street, and also across a 10-foot alley between the Indiana Service Corporation's right of way and the Pennsylvania Railroad Company's right of way at a point approximately 130 feet south of the intersection of said alley with State Street, as fully set forth in the preamble hereto, be, and the same is hereby, in all thing,ratified and approved.

Section 2. That this Ordinance be in full force and take effect on and after its passage by the Mayor.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes -------8----Nays None.

We Hereby Certify, That the Common Councilof the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of September 1945 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO.2156

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 14th day of September 1945

Willis D Hite
City Clerk

Approved this day of September 1945

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2157

An Ordinance ratifying and approving a contract and agreement made and entered into byand between MID-STATE CONSTRUCTION COMPANY, aCo-partnership consisting of Theo.H.Buesching and Theo.F.Buesching, and the CITY OF FORT WAYNE,Allen County, Indiana, a municipal corporation, by and through its Board of Pubic Works.

Whereas, on the 10th day of September , 1945, MID-STATE CONSTRUCTION COMPANY, a Co-partnership consisting of Theo.H.Buesching and Theo F Buesching, whose address is 101 East Berry Street, Fort Wayne, 2 Indiana. entered into a certain contract and agreement with the CITY OF FORT WAYNE,ALLEN COUNTY, Indiana, by and t through its Board of Public Works, for the Erection and completion of a building to be known as "Avondale Substation" to be constructed at the southwest corner of Avondale Drive and Maple Grove Avenue in the southern part of the City of Fort Wayne, Indiana, Contract No.27, which contract is in the following words and figures, to-wit:

CONTRACT FOR
AVONDALE SUBSTATION BUILDING

CITY OF FORT WAYNE, INDIANA
CONTRACT NO.27.
-:-:-:-:-:-:-:-:-:-:-:-:-:-:-

THIS CONTRACT, MADE THE 10 TH DAY OF SEPTEMBER, 1945, by and between MID-STATE CONSTRUCTION COMPANY,a Co-partnership consisting of Theo H Buesching and Theo F Buesching, whose address is 101 East Berry Street, Fort Wayne 2, Indiana hereinafter called the "CONTRACTOR,"and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, her inafter called the "OWNER,".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools materials, expendible equipment transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the erection and completion of a building to be known as "Avondale Substation" to beconstructed at the south west corner of Avondale Drive and Maple Grove Avenue in the southern part of the City of Fort Wayne Indiana, identified in these contractual documents as Contract No. 27, all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made apart of this contract: and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Eighteen Thousand Five Hundred Seventy-four ($18,574.00) Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor; but the Owner will retain twenty (20%) percent of that amount of each such estimate until final completion and acceptance of all work covered by this contract.

ARTICLE IV. NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in hiring of employees for the performance of work on this contract or any subcontract hereunder,neither the Contractor, Subcontractor, nor any person acting on behalfof such Contractor or Subcontractor, shall by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract a penalt of Five ($5.00) Dollars for each person for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Work men's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Condition
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract on One Hundred Twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract

ARTICLE VII. PAYMENTS BY CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendible equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the Basis of unit prices, to-wit:

1. Concrete, complete and in place..	$14.00	per cubic yard
2. Concrete forms, complete and in place...	$ .25	per square foot
3. Rock Excavation	$ 8.00	per cubic yard
4. Earth Excavation	$ 3.00	per cubic yard
5. Reinforcing Steel, in place.....	$ .07	per pound
6. Common Brick Work, Laid in place.....	$80.00	per thousand

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of thsi contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: H.W.BAALS
H.W.BAALS, MAYOR
BOARD OF PUBLIC WORKS
ROBERT G BEAMS
FRED W.MENZE
JOHN H JOHNSON

MID-STATE CONSTRUCTION COMPANY, aCopartnership consisting of Theo.HBuesching and Theo.F.Buesching.

BY: THEO.H.BUESCHING PARTNET
THEO.H.BUESHCING.PARTNER

ATTEST:
HELEN W.SWEET
SECRETARY

Approved as to form and legality:
WALTER E.HELMKE
WALTER E.HELMKE ATTORNEY

GENERAL ORDINANCE NO. 2157 CONTINUED

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION:1. That the foregoing contract made and entered into by and between MID-STATE CONSTRUCTION COMPANY, aCo-partnership consisting of Theo H. Buesching and Theo F.Buesching, whose address is 101 East Berry Street, Fort Wayne 2, Indiana, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the erection and completion of a building to be known as "Avondale Substation" to be constructed at the southwest corner of Avondale Drive and Maple Grove Avenue in the southern part of the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H.Knoche

The ordinance was read the third time in full and on motion was now passed by the following vote

Ayes -------Nine ------Nays --- None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana ar a regular meeting held on the 25 day of September 1945, by a majority vote of all members elect, fif pass the ordinance hereunto attached and known as

GENERAL ORDINANCNE NO.2157.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 28th day of September 1945

Willis D Hite
City Clerk

Approved this 28th day of September 1945.

H.W.BAALS
MAYOR

XPRD2

GENERAL ORDINANCE NO. 2158

An ordin nce ratifying and approving a contract and agreement made and entered into by and between HAGERMAN CONSTRUCTION COMPANY, a Co-partnership consisting of Theodore F. Hagerman and Wm. O. Hagerman, and the CITY OF FORT WAYNE, Allen county, Indiana, a municipal corporation, by and through its Board of Public Works.

Whereas, on the 7th day of September, 1945, HAGERMAN CONSTRUCTION COMPANY, a Co-partnership consisting of Theodore F. Hagerman and Wm. O. Hagerman, whose address is 402 East Superior Street, Fort Wayne 2, Indiana, entered into a certain contract and agreement with the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works for improvements to be made in the pumping station on Fourth Street East of Clinton Street in the City of Fort Wayne, Indiana, Contract No. 32, which contract is in the following words and figures, to-wit:

CONTRACT FOR
IMPROVEMENTS TO FOURTH STREET PUMPING STATION

CITY OF FORT WAYNE, INDIANA
CONTRACT NO. 32

-:-

THIS CONTRACT, Made the 7th day of September, 1945, by and between HAGERMAN CONSTRUCTION COMPANY, a Co-partnership consisting of Theodore F. Hagerman and Wm. O Hager an, whose address is 402 East Superior Street, Fort Wayne 2, Indiana, hereinafter called the "CONTRACTOR", and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "OWNER,"

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required for improvements to be made in t e pumping station on Fourth Street East of Clinton Street in the City of Fort Wayne, Indiana, indentified in these contractual documents as Contract No. 32, all in strict accordance with the plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Seventeen Thousand Seven Hundred Eleven($17,711.00) Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain twenty (20%) per cent of that amount of each such estimate until final completion and acceptance of all work covered by this contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discri inate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and conditions
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision ny any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in One Hundred Twenty (120) consecutive calendar days after having been order by the Owner to commence work under this contract.

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendible equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day fllowing the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or uses; and (3) to each of his Subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to remove silt from the river bed the Contractor, for the purpose of adjustment, agrees to remove silt from the river bed at a price of Two ($2.00) Dollars per cubic yard.

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS
H. W. BAALS, MAYOR

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

FRED W. MENZE

JOHN H. JOHNSON

ATTEST:

HELEN W. SWEET
SECRETARY

Approved as to form and legality:

WALTER E. HELMKE
WALTER E. HELMKE, CITY ATTORNEY

HAGERMAN CONSTRUCTION COMPANY, A. Co-partnership consisting of Theodore F. Hagerman and Wm O. Hagerman

By THEODORE F. HAGERMAN
THEODORE F. HAGERMAN, Partner

7PR IX

GENERAL ORDINANCE NO. 2158 CONTINUED

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between HAGERMAN CONSTRUCTION COMPANY a Co-partnership consisting of Theodore F. Hagerman and Wm. O. Hagerman, whose address is 402 East Superior Street, Fort Wayne 2, Indiana, and the CITY OF FORT WAYNE, ALLEN County, Indiana, by and through its Board of Public Works, for improvements to be made in the pumping station on Fourth Street East of Clinton Street in the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes 9, Nays None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 25th day of September, 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2158

ARNO C. SPIEGEL
President

WILLIS D. HITE
CITY CLERK

Present to the Mayor for approval on the 28th day of Sept. 1945

WILLIS D. HITE
City Clerk

Approved this 28th day of September, 1945

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2159

An Ordinance ratifying and approving a contract and agreement made and entered into by and between MICHIE CITY PUBLICATIONS COMPANY, a corporation duly organized, created and existing under the laws of the State of Virginia, and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation.

WHEREAS, on the 4th day of September, 1945, MICHIE CITY PUBLICATIONS COMPANY, a corporation duly organized, created and existing under the laws of the State of Virginia, whose address is Charlottesville, Virginia, entered into a certain contract and agreement with the CITY OF FORT WAYNE, Allen County, Indiana, for the preparation of a Code of Ordinances for the City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

THIS AGREEMENT, made and entered into this 4th day of September, 1945, by and between MICHIE CITY PUBLICATIONS COMPANY, a corporation duly organized, created and existing under the laws of the State of Virginia, party of the first part, and CITY OF FORT WAYNE, a municipal corporation in the State of Indiana, party of the second part,

WITNESSETH: That, in consideration of the sums of money hereinafter agreed to be paid to the party of the first part by the party of the second part, the sum of one ($1) dollar and other good and valuable considerations, the said Michie City Publications Company, party of the first part, agrees to and with the said City of Fort Wayne, party of the second part, and its successors and assigns, that it will do the following work and render and perform the following services in connection with the preparation of a Code of Ordinances for the City of Fort Wayne, Indiana, viz.:

1. Codify the Ordinances of a general and permanent nature.

2. Edit the Ordinances where, in the opinion of the Editors, this is needed. All Ordinances wherein changes are made will be submitted to the City Attorney of Fort Wayne with the recommendation and suggestion that such changes be approved and adopted by the City Council.

3. The Editors will bring to the attention of the City Attorney the Ordinances which appear to have become absolete with the recommendation that the City Council take steps to repeal such obsolete provisions.

4. Classification of the Ordinances according to subject matter so that Ordinances dealing with the same or similar subject will be grouped together as a chapter.

5. Check the Ordinances against the corresponding State Law to the end of eliminating conflicts and inconsistencies.

6. Check the Ordinances against the decisions of the Supreme Court of Indiana to the end of insuring validity and constitutionality.

7. Catchline the individual sections of the Ordinances.

8. Preparation of a frontal analysis to each chapter of the Code.

9. Preparation of a complete and comprehensive general index to the Ordinances that are included in the Code.

10. Codification of the Ordinances will include the handling of Ordinances including those passed as of Dec. 31, 1945, and placing them in their proper and logical places in the Code.

11. The completed manuscript or galley proof, at the option of Michie City Publications Company, will be submitted to the Fort Wayne City Attorney for his inspection before the work is finally printed. The manuscript or galley proof, whichever shall be submitted, shall be returned to Michie City Publications Company within a period of two weeks after the delivery thereof by the said Michie City Publications Company. As an alternative, the Company may have the manuscript or galley proofs delivered personally by one of its representatives, in which event the City Attorney will inspect the manuscript or proofs, as the case may be, and return it immediately to the Company.

Michie City Publications Company further agrees as follows:

1. Print the text of the Ordinances in sharp, clear roman type, with bold-face catchlines.

2. Print the index in eight-point type with main headings in bold-face type.

3. The Code will be printed on Cumberland English Finish book paper, or its equal.

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4. Bind five hundred (500) copies of the completed Code, all to be bound in buckram or imitation leather at the option of the City Attorney. Each of the copies so bound will have a pocket in the inside back cover for supplemental upkeep service.

5. Michie City Publications Company agrees that it will cause the Code to be copyrighted and that it will not sell to anyone within the city limits of the City of Fort Wayne any copy or copies of the Code. The Company, however, reserves to itself the right to sell said City Code to any person, firm, or library outside the city limits of the said City of Fort Wayne.

The City of Fort Wayne, Indiana, contracts and agrees as follows:

1. To extend to the Editorial Staff of Michie City Publications Company the right and shall afford said Staff the opportunity to examine the original Ordinance Books of the City to the end of obtaining accurate copies of the Ordinances, and will furnish Michie City Publications Company with three (3) copies of the 1931 Code. The City also agrees to furnish Michie City Publications Company with any available copies, typewritten or printed, or ordinances passed since the Code of 1931.

2. To pay Michie City Publications Company for the rendition of services herein contracted for, a sum not to exceed seventy-seven hundred and fifty ($7750.00) dollars, which sum is to be paid to the Company in two installments, as follows: One-half to be paid at the time the manuscript is delivered and is inspected and approved by the city officials, provided, however, said sum of thirty-eight hundred and seventy-five ($3865.00) dollars, representing the first one-half is not to be paid prior to January 10, 1946; the remaining one-half to be due and payable at the time the five hundred (500) copies of the Code are delivered as herein provided for. It is understood and agreed that said sum of seventy-seven hundred and fifty ($7750.00) dollars is the maximum amount to be paid Michie City Publications Company by the City of Fort Wayne, and if it is found and determined by Michie City Publications Company that the work herein called for can be successfully completed for a smaller sum, then the City of Fort Wayne will be given a refund or a proper allowance. If it is found that the total cost of successfully completing the work herein called for exceeds the sum of seventy-seven hundred and fifty ($7750.00) dollars, then Michie City Publications Company agrees and binds itself to absorb this excess and to complete and perform all of the work herein contracted for.

3. To pay the delivery charges of the shipment of the five hundred (500) copies of the Code from Charlottesville, Virginia, to Fort Wayne, Indiana.

IN TESTIMONY WHEREOF, the said Michie City Publications Company, party of the first part, has caused this agreement to be executed in its name by its President and attested by its Secretary, and its corporate seal to be attached, all by order of its Board of Directors duly given, and the said City of Fort Wayne, Indiana, party of the second part, has likewise caused this agreement to be executed in its name by its Mayor and its City Comptrolled and attested by its City Clerk and its corporate seal to be attached, all by order of its City Council, this the day and year first above written.

ATTEST:

A. CARTER RHOADES
Secretary

MICHIE CITY PUBLICATIONS COMPANY

By CHAS. W. SUBLETT
President

ATTEST:

WILLIS D. HITE
City Clerk

CITY OF FORT WAYNE

By H. W. BAALS
Mayor

APPROVED AS TO FORM

WALTER E. HELMKE
City Attorney

By OTTO M. ADAMS
City Comptroller

GENERAL ORDINANCE NO. 2159 CONTINUED

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. THAT THE FOREGOING CONTRACT MADE AND entered into by and between MICHIE CITY PUBLICATIONS COMPANY, a corporation duly organized, created and existing under the laws of the State of Virginia, whose address is Charlottesville, Virginia, and the CITY OF FORT WAYNE, Allen County, Indiana, for the preparation of a Code of Ordinances for the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. THAT this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passedby the following vote Ayes 9, Nays none.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 25th day of September, 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2159

ARNO C. SPIEGEL
President

WILLIS D. HITE
City Clerk

Presented to the Mayor for approval on the 28th day of September, 1945

WILLIS D. HITE
City Clerk

Approved this 28th day of September, 1945

H. W. BAALS
Mayor.

7PBJX

GENERAL ORDINANCE No. 2160

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between A. H. FRY, doing business under the firm and style name of FRY AND KAIN, and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, by and through its Board of Public Works.

WHEREAS, on the 11th day of September, 1945, A. H. Fry, doing business under the firm and style name of Fry and Kain, whose address is 411 West Gier Street, Lansing, Michigan, entered into a certain contract and agreement with the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the building of one (1) Pump system of Intercepter Sewer, together with and including one (1) Pump Station and appurtenances, all to be located in the North Central portion of the City of Fort Wayne, Indiana, and to be known as "The Spy Run Intercepter Sewer," Contract No. 29, which contract is in the following words and figures, to-wit:

CONTRACT FOR
SPY RUN INTERCEPTER SEWER

CITY OF FORT WAYNE, INDIANA
CONTRACT NO. 29

-:-:-:-:-:-:-:-:-:-:-:-:-:-:-:-

THIS CONTRACT, made the 11th day of September, 1945, by and between A. H. FRY, doing business under the firm and style name of Fry and Kain, whose address is 411 West Gier Street, Lansing, Michigan hereinafter called the "CONTRACTOR," and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the building of one (1) system of Intercepter Sewer, together with and including one (1) Pump Station and appurtenances, all to be located in the North Central portion of the City of Fort Wayne, Indiana and to be known as "The Spy Run Intercepter Sewer," identified in these contractual documents as Contract No. 29, all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Forty Thousand Seven Hundred Seventy Dollars and Forty-four Cents ($40,770.44) in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain twenty (20%) per cent of that amount of each such estimate until final completion and acceptance of all work covered by this contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1945.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 60 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendible equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of unit prices as set out in Items One (1) to Seventeen (17) both inclusive, in Contractor's bid.

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS
H. W. BAALS, MAYOR

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

FRED W. MENZE

JOHN H. JOHNSON

A. H. FRY
A. H. FRY, doing business under the firm and style name of Fry and Kain

ATTEST:
HELEN W. SWEET
SECRETARY

Approved as to form and legality:
WALTER E. HELMKE
WALTER E. HELMKE, CITY ATTORNEY

7PBIX

GENERAL ORDINANCE NO. 2160 CONTINUED

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between A. H. FRY, doint business under the firm and style name of Fry and Kain, whose address is 411 West Gier Street, Lansing, Michigan, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the building of one (1) system of Intercepter Sewer, together with and including one (1) Pump Station and appurtenances, all to be located in the North Central portion of the City of Fort Wayne, Indiana, and to be known as "The Spy Run Intercepter Sewer," which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY HAMM

The Ordinance was read the third time in full and on motion was now passed by the following vote, Ayes 91, Nays, None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of September, 1945, by a majority vote of all member elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2160

ARNO C. SPIEGEL
President

WILLIS D. HITE
City Clerk

Presented to the Mayor for approval on the 28th day of September, 1945

WILLIS D. HITE
City Clerk

Approved this 28th day of September, 1945

H. W. BAALS,
Mayor

GENERAL ORDINANCE No. 2161

An Ordinance to Disannex and Throw Out of the Corporate Limits of the City of Fort Wayne, Indiana, Certain described Territory Located in the Northwest Part of the City, Along West State Street, as amended on September 25, 1945.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the following described territory is hereby disannexed and thrown out of the City of Fort Wayne, Indiana, and is no longer donsidered a part thereof, to-wit:

Lots numbered 1, 2, 3, 4, 5 and 6, in Poinsett Park Addition to the City of Fort Wayne, Indiana (but not including any part of Tyler Street), and also Lots numbered 43 and 44, in Cambridge Hills Addition to the City of Fort Wayne, Indiana, (but not including any part of Tyler Street,) and also All that part of the west half of Section 34, Township 31 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, described as follows, to-wit: Beginning at the Southwest corner of Lot 1, Poinsett Park Addition to the City of Fort Wayne, Indiana, as platted and recorded in Plat Record 10, pages 72 and 73 of the plat records of the said Allen County, Indiana; thence North along the West line of the said Poinsett Park Addition a distance of 200 feet; thence West on a line parallel to the South Line of West half of the Northwest Quarter of the said Section 34, Township 31 North, Range 12 East, a distance of 1063.4 feet to the West line of the said West half of the Northwest Quarter of Section 34, Township 31 North, Range 12 East; thence South along the said West line of West half of the Northwest Quarter of Section 34, Township 31 North, Range 12 East, a distance of 200 feet to the North line of State Boulevard in the aforesaid City of Fort Wayne, Indiana; thence in a Southeasterly direction along the East right-of-way line of the Grand Rapids and Indiana Railroad a distance of 51.3 feet to the South line of the aforesaid State Boulevard in the City of Fort Wayne, Indiana; thence East of a line parallel to the aforementioned South line of the West half of the Northwest Quarter of Section 34, Township 31 North, Range 12 East, a distance of 1194.3 feet to the West line of Tyler Avenue in the aforesaid City of Fort Wayne, Indiana; thence in a Northwesterly direction, across the aforementioned State Boulevard in the City of Fort Wayne, Indiana, a distance of 52.4 feet to the Southeast corner of Lot 2, in the aforementioned Poinsett Park Addition to the City of Fort Wayne, Indiana; thence West along the North line of the aforementioned State Boulevard in the City of Fort Wayne, Indiana, a distance of 199.12 feet to the place of beginning.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL
Councilman

The Ordinance was read the third time in full and on motion was now passed by the following vote, Ayes 9, Nays None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 25th day of September, 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2161

ARNO C. SPIEGEL
President

WILLIS D. HITE
City Clerk

Presented to the Mayor for approval on the 28th day of September, 1945

WILLIS D. HITE
City Clerk.

Approved this 28th day of September, 1945

H. W. BAALS
Mayor

7PB.1X

GENERAL ORDINANCE NO. 2162

AN ORDINANCE repealing General Ordinance No. 2073 being "an Ordinance prescribing War Time, repealing Ordinances in conflict therewith."

WHEREAS, on the 10th day of March, 1942, the Common Council of the City of Fort Wayne enacted General Ordinance No. 2073 prescribing War Time in the City of Fort Wayne in conformity with an act of Congress; and,

WHEREAS, the Congress of the United States has repealed said War Time legislation effective 2:00 A. M. September 30, 1945; and,

WHEREAS, it is the desire of the Common Council of the City of Fort Wayne to conform to the act of Congress repealing War Time in the United States; and,

WHEREAS, General Ordinance No. 2073 merely suspended General Ordinance No. 1408, passed by the Common Council of the City of Fort Wayne on April 10, 1928, which provides for Daylight Savings Time in the City of Fort Wayne; and,

WHEREAS, it is the desire of the Common Council of the City of Fort Wayne to reinstate General Ordinance No. 1408 relative to Daylight Savings Time in the City of Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That General Ordinance No. 2073 prescribing War Time in the City of Fort Wayne, Indiana, is hereby specifically repealed effective 2:00 A. M. September 30, 1945.

SECTION 2. That General Ordinance No. 1408 passed by the Common Council of the City of Fort Wayne on April 10, 1928, prescribing Daylight Savings Time in the City of Fort Wayne is hereby reinstated and shall again become in full force and effect from and after 2:00 A. M. September 30, 1945.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

Rules suspended by the following vote, Ayes 9, Nays none.

The Ordinance was read the third time in full and on motion was now passed by the following vote, Ayes 9, Nays None.

WE HEREBY CERTIFY, THAT the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of September, 1945, by a majority vote of all member elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2162

ARNO C. SPIEGEL
President

WILLIS D. HITE
City Clerk

Presented to the Mayor for approval on the 28th day of September, 1945

WILLIS D. HITE
City Clerk.

Approved this 28th day of September 1945

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 2163

An Ordinance ratifying and approving a contract and agreement made and entered into by and between WM.P.SCHENKEL, WM F. SCHENKEL, NORBERT J SCHENKEL, H.JOSEPH SCHENKEL and CLETUS P.SCHENKEL and the CITY OF FORT WAYNE, ALLEN COUNTY, Indiana, a municipal corporation by and through its Board of Public Works.

WHEREAS, on the 25th day of September, 1945, WM.P.SCHENKEL & SONS, a Co-partnership consisting of Wm.P.Schenkel, Wm.F.Schenkel Norbert J.Schenkel, H.Joseph Schenkel, and Cletus P.Schenkel, whose address is 1212 Putnam Street, Fort Wayne Indiana, entered into a certain contract and agreement with the CITY OF FORT WAINE, Allen County, Indiana, by and through its Board of Public Works, for the erection and completion of additions and alternations to the Public Garage on Berry Street in the City of Fort Wayne, Indiana, Contract No 31, which contract is in the following words and figures, to-wit:

CONTRACT FOR
ADDITIONS AND ALTERATIONS TO POLICE GARAGE
CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the 25th day of September, 1945, by and between Wm.P.Schenkel & Sons a Co-partnership consisting of Wm.P.Schenkel, Wm.F.Schenkel, Norbert J.Schenkel, H.Joseph Schenkel and Cletus P.Schenkel, whose address is 1212 Putnam Street, Fort Wayne, Indiana, hereinafter called the "CONTRACTOR," and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER,"

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agrees as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnis at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a wormanlike manner all the work required for the erection and completion of additions and alterations to the Police Garage on Berry Street in the City of Fort Wayne, Indiana, identified in these contractual documents as Contract No.31, all in strict accordance with the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents a ovementioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACTOR PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Six Thousand Six Hundred and Seventy ($6,670.00) Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor onnthe basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain twenty (20%) per cent of that amount of each such estimate until final completion and acceptance of all work covered by this contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualifoed and available to perform the work to which the e ploy ent relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the apount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated aga nst or intimidated in violation of the provisions of this cont act; and

(d) That this contract maybe cancelled or ter inated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V ACOMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work materi ls or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in One Hundred Twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendible equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials tools, and equipemtn are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the fifty (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of unit proces, to-wit:

1. Concrete, compelte and in place. . $15.00 per cubic yard
2. Earth Excavation. . . . . $ 4.50 per cubic yard
3. Common Brick Work, Laid in place. $70.00 per thousand

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipluations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foreging named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE
By: H.W.Baals
H.W.Baals Mayor
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W.MENZE
JOHN H.JOHNSON

ATTEST:
HELEN W. SWEET
SECRETARY

Approved as to form and legality:
WALTER E. HELMKE
WALTER E.HELMKE CITY ATTORNEY

WM.P.SCHENKEL & SONS, a Co-partnership consisting of Wm.P.Schenkel, Wm.F.Schenkel Norbert J.Schenkel, H.Joseph Schenkel and Cletus P.Schenkel
BY: NORBERT J.SCHENKEL
NORBERT J.SCHENKEL PARTNER

NOW, THEREFORE, BY IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foreg ng contract made and entered into by and between Wm.P.Schenkel & Sons, a Co-partnership consisting of Wm.P.Schenkel, Wm.F.Schenkel, Norbert J.Schenkel, H.Joseph Schenkel, and Cletus P.Schenkel, whose address is 1212 Putnam Street, Fort Wayne, Indiana, and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, by and through its Board of Public Works, for the erection and completion of additions and alterations to the Police Garage on Berry Street in the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

GENERAL ORDINANCE NO. 2163 CONTINUED

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes -------Nine-----Nays ------None.

WeHereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of October 1945, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2163

Arno C Spiegel Willis D White

Presented to the Mayor for approval on the 13th day of October 1945

Willis D Hite
City Clerk

Approved this 13th day of October 1945

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2164

An Ordinance ratifying and approving a contract and agreement made and entered into by and between DRAINAGE CONTRACTORS INC., a corporation organized and existing under the laws of the State of Michogan and the CITY OF FORT WAYNE, ALLEN County, Indiana, a municipal corporation, by and through its Board of Public Works.

WHEREAS, ON the 25th day of September, 1945, DRAINAGE CONTRACTORS, INC, a corporation organized and existing under the laws of the State of Michigan, entered into a certain contract and agreement with the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the construction of one (1) system of interceptor sewers located in the Pontiac Place Area in the southeastern part of the City of Fort Wayne, Indiana, Contract No.30, which contract is in the following words and figures, to-wit:

CONTRACT FOR
PONTIAC PALCE AREA INTERCEPTOR SEWERS

CITY OF FORT WAYNE, INDIANA
CONTRACT NO.30
-*-

THIS CONTRACT, Made the 25th day of September, 1945, by and between DRAINAGE CONTRACTORS, INC, a corporation organized and existing under the laws of the State of Mich gan, whose address is 14375 Schaefer Highway, Detroit Mich gan, hereinafter called the "CONTRACTOR," and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and through its BOARD OF PUBLIC WORKS,hereinafter called the "OWNER."

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to peeform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment transportation services, bonds and insurance reguired to perform and to complete in a wormanlike manner all the work required for the constructions of one (1) system of interceptor sewers located in the Pontiac Place Area in the southeastern part of the City of Fort Wayne, Indiana, identified in these contractual documents as Contract No.30, all in strict accordance woth the plans and specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTIELE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Two Hundred Eighty-Six Thousand Sixty-Four Dollars and Twenty-Six Cents ($286,064.26) in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

(a) Not later than the 15th day of each calendar month the Owner shall and agrees to make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of thsi contract,the Owner will retain ten (10%) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, That the Owner, at any time after fifty (50%) per cent of the work has been completed, if it finds that ssatisfactory progress is being made, may make any of the remaining partial payments in full: Provided, further, That if this contract comprises two or more major units of work readily separable and divisible, for which a separate price is stated in the contract, payment may be made in full, including reatined percentage thereon less authorized deduction for eah unit of work

upon itscompletion and acceptance.

(b) In preparing estimates the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be const ued as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the perfromance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than theprescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications.
7. Construction Drawings
8. This Contract.

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPEETION DATE

The Contractor agrees to complete the work specified in the within contract in One Hundred Eighty (180) consecutive calendar days after having been ordered by the Owner to commence work under this contract

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendible equipment to the extent of ninety (90%) percent of the cost therof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than t e 30th day following the completion of that part of the work in

or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out specifically from Iten 1 to Item 63, both inclusive, in Contractor's Bid, which by reference is made a part hereof as if fully set out herein.

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors andassigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

ATTEST:

HELEN W.SWEET
SECRETARY

Approved as to form and legality:

WALTER E.HLEMKE
WALTER E HELMKE, CITY ATTORNEY

CITY OF FORT WAYNE INDIANA
BY: H.W.BAALS
H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W MENZE
JOHN H.JOHNSON

DRAINAGE CONTRACTORS INC

BY: FRANK DIPONIO
PRESIDENT

BY: H.W.MCKENZIE
SECRETARY

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered intoby and between DRAINAGE CONTRACTORS, INC, a corporation organized and existing under the laws of the State of Michigan, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the construction of one (1) system of interceptor sewers located in the Pontiac palce area in the southeastern part of the City of Fort Wayne, Indiana. which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from after its passage and approval by the Mayor.

Wm.H.Knoche

The Ordinance was read the third time in full and om motion was now passed by the following vote: Ayes ---------Nine -----Nays...---------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of October 1945, by a majority vote of all members,elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2164

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of October 1945.

Willis D Hite
City Clerk

Approved this 13th day of October 1945.

H.W.Baals

Mayor

2PB.IX

GENERAL ORDINANCE NO.2165

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between EDWARD J. NOONAN of Chicago, Cook County, State of Illinois, and the CITY OF FORT WAYNE, Allen County Indiana, a municipal corporation of Indiana, by and through its Board of Public Works.

WHEREAS, on the 25th day of September, 1945, EDWARD J. NOONAN of Chicago, Cook County, State of Illinois, whose address is 309 West Jackson Boulevard, Chicago 6, Illinois, entered into a certain contract and agreement with the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the purpose of employing said Edward J.Noonan and Engineer, to make an examination and study of the plans, specifications and cost estimates of the New York, Chicago and St Louis Railroad Compant to elevate certain tracks in the City of Fort Wayne and to submit a report to the City of Fort Wayne on his findings from said examination and study, the terms of which contract and agreement are more specifically set forth in said contract to-wit:

THIS AGREEMENT, Made and entered into thism25th day of September, 1945, by and between the CITY OF FORT WAYNE, a municipal corporation of Indiana, by and through itsBOARD OF PUBLIC WORKS, hereinafter referred to as the "CITY", and EDWARD J.NOONAN of Chicago, Cook County, State of Illinois, hrerinafter referred to as the "EINGINEER",

WITNESSETH:

WHEREAS, the New York, Chicago and St,Louis Railroad Company operates a railroad through the City of Fort Wayne; and,

WHEREAS, a great portion of said railroad tracks are located at grade intersecting numerous streets in the City of Fort Wayne; and,

WHEREAS, the New York, Chicago and St Louis Railroad Company proposes to submit to the City of Fort Wayne plans, specifications and cost estimates for the elevation of their tracks at various street intersections in the City of Fort Wayne; and,

WHEREAS, it is deemed advisable that an Engineerbe employed by the City of Fort Wayne as a Consultant to advise the City and examine the plans, specifications and cost estimates in order to determine the practicability of said elevation project and also to examine the cost incident thereto;

NOW, THEREFORE, the City and the Engineer, in consideration of the premises heeeinbefore set out and in further consideration of the covenants and agreements hereinafter set out mutually agree with each other as follows, to-wit:

1. The Engineer agrees to make a detailed and comprehensive examination and study of the proposed plans and specifications of the New York, Chicago and St. Louis Railroad Company to elevate certain tracks in the City of Fort Wayne and also study the cost estimates of said proposed project.

2. The Engineer further agrees to submit to the City a written report as to his findings and conclusions within thirty (30) days after receiving from the City said plans, specifications and cost estimates of the New York, Chicago and St Louis Railroad Company.

3. The Engineer also agrees to act as a Consultant for the City with reference to said plans. specifications and cost estimates and agrees to confer with the Board of Public Works of the City at any time the Board of Public Works of said City requests a conference on said plans, specifications and cost estimates of said proposed elevation project.

4. The Engineer also,agrees to submit such recommendations as he deems advisable which are for the benefit and best interests of the City in connection with said elevation project.

5. In consideration of the Engineer performing the services hereinbefore set out the City agrees to pay said Engineer the sum of Three Thousand ($3,000.00) Dollars to be paid in two (2) installments, to wit:

(a) The sum of One Thousand Five Hundeed ($1,500.00) Dollars to be paid at the time the Engineer submits his written report and findings to the City relative to said proposed plans and specifications for the elevation of the New York, Chicago and St.Louis Railroad Company tracks;

(b) The sum of One Thousand Five Hundred ($1,500.00) Dollars at the termination of the within contract.

6. It is understood and agreed between the City and the Eingineer that this contract shall remain in full force and effect for a period of one hundred twenty (120) days after the New York, Chicago and St.Louis Railroad Company submits its proposed plans, specifications and cost estimates for the elevation of its tracks through the City of Fort Wayne.

7. Although the within contract has been executed by the Engineer and the Board of Public Works on behalf of the City, the same shall have no force and effect until approved and ratified by the Common Council of the City of Fort Wayne and approved by the Mayor of the City of Fort Wayne.
If the within contract is not appoved and ratified by the Common Council within ninety (90) days from the date of the execution of the within contract, the same shall be null and boid.

GENERAL ORDINANCE NO.2165 Continued

8. It is understood that the within contract, after the same has been approved by the Common Council of the City of Fort Wayne, shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

ATTEST:

ROBERT G. BEAMS

HELEN W.SWEET
Secretary

FRED. W.HENZE

JOHN H.JOHNSON

Approved as to form and legality

WALTER E.HELKE
City Attorney

EDWARD J.NOONAN

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THECITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between EDWARD J.NOONAN of Chicago, Cook County, State of Illinois, whose address is 309 West Jackson Boulevard Chicago, 6, Illinois, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the purpose of employing said Edward J.Noonan, anEngineer, to make an examination and study of the plans specifications and cost estimates of the NewYork, Chicago and St. Louis Railroad Company to elevate certain tracks in the City of Fort Wayne and to submit a report to the City of Fort Wayne on his findings from said examination and study, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed bynthe following vote: Ayes ---------Nine ---Nays ------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of October 1945, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2165.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of October 1945.

Willis D Hite
City Clerk

Approved this 13th day of October 1945.

H.W.BAALS
Mayor

7PB.IX

GENERAL ORDINANCE NO. 2166

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between the MUNICIPAL CITY OF FORT WAYNE,Allen County, Indiana, by and through its Board of Public Works, and CHAS.W.COLE AND SON. a Co-partnership of South Bend, St.Joseph County, Indiana.

WHEREAS, on the 9th day of October, 1945, the MUNICIPAL CITY OF FORT WAYNE,Allen County, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with CHAS.W.COLE AND SON, a Co-partnership of South Bend, St.Joseph County, Indiana, for the employment of said Chas.W.Cole and Son as engineers to perform the engineering services in connection with the repairs, alterations and additions to the existing sewer system in the central and downtown sections of the City of Fort Wayne and the areas surrounding said sections in order to provide an adequate sewerage and storm water drainage system to serve said section in the preparation of a master plan to govern future sewer construction in the City of Fort Wayne, which contract is in the following words and figures, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this 9th day of October,1945, by and between the Municipal City of Fort Wayne, Allen County, Indiana, hereinafter designated as the "City", and Chas.W.Cole and Son, a Co-partnership of South Bend, St.Joseph County, Indiana, hereinafter designated as the "Engineer",

W I T N E S S E T H

WHEREAS, the Federal Government, under Title V of the War Mobilization and Reconversion Act, authorizes the Federal Works Administrator to make advances of funds to Non-Federal Public Agencies to assist in the preparation of Plans and Specifications for Public Works; and,

WHEREAS, there is a need for necessary repairs, alterations and additions to the existing sewer system in the central and downtown sections of the City of Fort Wayne and the areas surrounding said sections to provide an adequate sewerage and storm water drainage system to serve these sections and a need for a master plan to govern future sewer construction in the City of Fort Wayne; and

WHEREAS, the City of Fort Wayne is desirous of employing CHAS.W.COLE & SON, Consulting Engineers, to perform the engineering services in connection with said system of sanitary and storm water sewers and all appurtenances thereto for the central and downtown sections of Fort Wayne and the areas surrounding said sections, and the preparation of a master plan for future sewer construction;

NOW THEREFORE, in consideration of the promises and agreements herein contained, it is agreed as follows, to-wit:

The Engineering services required in connection, with the above mentioned improvements are classified herein as follows:

A. Master Plan.
B. Design of Improvements.
C. Supervision of Construction,

ARTICLE I. The Engineers shall, under the direction of the City and with reasonable diligence, make a Master Plan as follows:

(a) Make a Master Plan showing the existing sanitary and storm water sewers, and the necessary repairs, alterations, additions and new construction necessary to provide an adequate system to serve the City of Fort Wayne, Included in the Master Plan will be the storm water and intercepting sewers necessary to collect the sanitary sewage and storm water andbring it to the existing interceptors or the river, and to meet the needs of the City of Fort Wayne.
Included also shall be data and descriptions, and estimates of of cost of construction.

ARTICLE II. The Engineers, shall, under the direction of the City, and with reasonable diligence, design the improvements, said designing services being as follows:

(a) Make the necessary location, topographical and property and right-of-way surveys and obtain such other field information as may be necessary to properly layout and design said improvements.

(b) The prompt preparation and furnishing to the City of all such plans, maps, plats, drawings, specifications, charts, profiles, blueprints, and other field information which will be necessary to properly execute contract forms and other documents, whether of the same or a different kind or character as may be necessary or convenient intthe establishment and ordering of said improvements, or any of them, or any such other information as may be necessary in advertising for the bids for the construction thereof, or in the letting or making of contracts herefor; all to be prepared and furnished in such order, sequence and manner as in the judgment of the City will in the best and most orderly and expeditious manner accomplish and affect the establishment of said improvements, the contracts therefor and the construction thereof, all to be prepared and furnished in such form and manner as will meet the approval of the City, the State agencies and of any other body at any time having authority to approve or disapprove the same, or to approve, disapprove, inspect or supervise the improvements hereintofore referred.

A complete set of specifications shall accompany the plans, together with contract form prepared in cooperation with the City's attorney, advertisements, instruction to bidders, and all other necessary documents. Specifications shall set forth in detail the kind and quality of materials and workmanship shich enter into the work to be done.

A sufficient number of copies of all plans and specifications shall be furnished, which will sufficient to make copies thereof freely available to prospective bidders, to provide necessary copies for municipal, state and federal records and for necessary use in the construction of the work. The actual cost of printing thses plans shall be considered as a part of the construction cost and paid for by the City. A sufficient number of complete sets of specifications to accompany the plans shall be furnished and paid for by the Engineers.

The Engineers agree to make any and all necessary alterations and changes in the plan, specifications and layout to cause the same to meet with the approval of the City, of the State agencies or any other agency having authority to approve or disapprove the same, or to cause the cost of the project to come within the funds available, without any additional expense to the City.

ARTICLE III. The Engineers shall, under the direction of the City and with reasonalbe diligence, supervise the construction of the improvements, said supervisory services being as follows:

(a) Supervising the work of construction and completion of said improvememts in such a manner as to secure the faithful execution of all work embraced in this contract. The manner of supervising said work shall comprise furnishing contract drawings and specifications in the required number, tabulating bids and analysis of same, giving such assistance as will be necessary for the proper letting of contracts, rendering monthly progress reports, approving and submitting for approval, estimates, visiting and inspecting the work and approving its final completion, and a graph of progress shall show the monthly progress of the work and be brought to date each month.

(b) Furnishing and employing during the construction of the improvements an experienced resident engineer, who shall be subject to the approval of the Board of Public Works, and who shall be in immediate charge of the operations of the engineering and inspection organizations in the field.

(c) Furnishing and employing during the construction period, an engin- and an inspection organization of such size that at all times such services will be promptly and adequatley provided, said field organizations being in addition to the resident engineer mentioned above. The field organizations shall be employed continuously if the progress of the work warrants and they shall carry on their duties and operations under the direction of the resident engineer. The expenses of the field engineering and inspection organization shall be borne by the Engineers. All ordinary inspectors are exeepted under this Clause.

(d) Inspecting of all mater als of construction and all mechanical equipment to the extent necessary to insure full compliance with the contract drawings and specifications. The laboratory testing of materials of c[illegible] construction is not included in this contract. The necessary borings and test pits are a part of the cost of construction.

(e) Preparing and furnishing of a complete setof record drawings if the finished work as constructed together with photographs and other data as needed for permanent record of the work.

ARTICLE IV. The City agrees to pay the Engineers, as full compensation as Engineers under this contract, a sum equal to five per cent (5%) upon the entire cost of the system, storn water sewers and appurtenances, said entire cost excludes the cost of legal and engineering fees, which sum shall be in full payment and compensation to the Engineers for all designs, plans, drawings, and specification, and general supervision of the construction of the project, and for all work done by said Engineers or any one employed by them in connection with this contract, such Engineers to be paid at the time, in the amounts and subject to the conditions next stated:

(a) For the engineering services herein outlined under Article I and II covering the Master Plan, the design and completion of working drawings, plans and specifications, the Engineers shall be paid an amount of money equivalent to three and one-half percent (3-1/2%) of a reasonable estimated cost of the project; and payment will be made from month to month during the progress of the design for the percentage of the total work completed on the basis of the City's approval of the Engineer's estimates of said total work completed.

(b) For the engineering services herein outlined under Article III ,hereof, covering the letting of contract and the supervision of the work during the progress of construction, the Engineers shall be paid from month to month, computed proportionately on the basis of the City's approval of Engineer's estimates of work completed an amount of money equivalent to the difference between ninety per cent (90%) of the total base fee computed on the total cost of the work as determined by contracts and all previous amounts paid.

Ninety days (90) after the acceptance of any completed contract by the City, the Engineers shall be paid an amount of money equal to the difference between one hundred percent (100) of the base fee and all previous sums paid on each contract, pursuant to the provisions of this agreement.

ARTICLE V. It is especially understood and agreed that the City shall pay to the Engineers for the services rendered under Article I of this contract the sum of Four Thousand and Five Hundred Dollars ($4,500.00) due and payable within thirty (30) days after said Master Plan has been filed with the City and approved by said City. It is further agreed that the sum of Four Thousand and Five Hundred Dollars ($4,500.00) for the Master Plan shall be credited and considered as a part of the three and one-half per cent (3-1/2%) for plans and specifications under Article II.

ARTICLE VI. It is specifically understood and agreed that the work under Article I, providing for a Master Plan and Report, shall be immediately performed as provided for in Article V hereof, and that the work called for in Article II and III shall be performed when the funds for such Engineering services are made available.

ARTICLE VII. It is understood and agreed that the Engineers shall aid and assist the City in procuring from the Federal Government any financial assistance available in connection with the preparation of plans and specifications or the construction of the projects.

ARTICLE VIII. The City agrees that the Engineers shall and may have free access at all reasonable time to all details, plans drawings specifications, reports, records, maps, profiles and other data which the City now has in their possession pertaining to its present sewage system.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of October 1945.

CHAS W.COLE & SON

Chas W Cole,Sr
Partner

Chas W.Cole Jr
Partner

MUNICIPAL CITY OF FORT WAYNE INDIANA
BY BORAD OF PUBLIC WORKS
Robert G.Beams
Fred W.Menze
John H.Johnson

ATTEST:

HELEN W.SWEET
Secretary

Approved as to form and legality
Walter E.Helmke
WALTER E. HELMKE, City Attorney

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foreging contract made and entered into by and between the MUNICIPAL CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, and CHAS.W.COLE AND SON, a Co-partnership of South Bend, St.Joseph County, Indiana, for the employment of said Chas.W.Cole and Son as engineers to perform the engineering services in connection with the repairs alterations and additions to the existing sewer system in the central and downtown sections of the City of Fort Wayne and the areas surrounding said sections in order to provide an adequate sewerage and storm water drainage system to serve said sections in the preparation of a master plan to govern future sewer construction in the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine....Nays.....None.

We Herrby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 23 day of October 1945, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2166.

Arno C.Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 25th day of October 1945
Willis D Hite
City Clerk.

Approved this 25th day of October 1945.

H.W.BAALS Mayor.

GENERAL ORDINANCE NO.2167

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between AMERICAN-LaFRANCE-FOAMITE CORPORATION and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, by and through its Board of Public Safety.

WHEREAS, in the 9th day of November 1945, the AMERICAN-LaFRANCE-FOAMITE CORPORATION entered into a certain contract and agreement with the CITY OF FORT WAYNE, Alen County, Indiana, by and through its Board of Public Safety, for the purchase of one (1) one Hundred- foot aerial ladder, which contract is in the following words and figures, to-wit:

MOTOR FIRE APPARATUS-- CASH CONTRACT

THIS AGREEMNT, Made in duplicate by and between the American-LaFrance-Foamite Corporation, party of the first part, hereinafter called the Company, and The City of Fort Wayne, Indiana, by its authorized representatived, party of the second part, hereinafter called the Buyer.

WITNESSETH, That the Company agrees to sell, upon the conditions which are below written, the apparatus and appurtenances herein-before described, all of which are to be in accordance with the specifications and guarantees attached, and which are made a part of this agreement and contract.

The said apparatus and appurtenances shall be delivered to a transportation company at Elmira, New York within about 250 working dats after the receipt and acceptance of this contract at the first party's office at Elmira, New York, delays due to strikes, inability to obtain cars or materials, or other causes beyond its control not preventing, and shall be delivered to said party of the second party at Fort Wayne, Indiana.

A competent demonstrator shall, upon request, be furnished by first party for a reasonable period to demonstrate said apparatus for party of second part, and to give its employees the necessary intructions in the operation and handling of said apparatus. In case such demonstration is requested, then such demonstration shall be held to be made solely by and under authority and direction of said party of the second part.

In case the second party desires to test the said apparatus before payment is made, such test shall be made within ten (10) days after arrival at destination,,and a written report of such test forthwith delivered to the first party at its principal office at Elmira, New York. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and appurtenances shall be considered as fully complying with contract and specifications.

The buyer agrees to purchasesand pay for the aforesaid property, delivered as aforesaid, the sum of Nineteen Thousand Five Hundred and No One Hundredths Dollars ($19,500.) to be paid to the American-LaFrance-Foamite Corporation, or its authorized agents, in the manner stated below. No payments to be made to agents except on presentation in writing of an express power of attorney to accept payment.

Terms of payment to be Nineteen Thousand Five Hundred and no hundredths Dollars ($19,500.) in cash within thirty (30) days from date of invoice. If full payment is made in cash within thirty (30) days from date of invoice a discount of two percent (2%) will be allowed. If payment is not made in cash within (30) days from date of invoice, interest at the rate of six percent (6%0 per annum will be charged from said date.

If more than one piece of apparatus is covered by this contract and the pieces are shipped at different dates, the above terms of payment shall apply to each piece or shipment and an invoice covering each piece or shipment shall be rendered in proper amount.

It is agreed that the apparatus and appurtenances covered by this contract shall remain the property of the first party until the entire contract price has been paid, and any obligation or obligations, security or securities given thereunder are actually paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the said first party may take full possession of the apparatus and appurtenances, or of the piece or peices upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the apparatus and appurtenances up to date of taking possession.

All contracts are taken subject to the written acceptance of an officer of the Company at Elmira, New York.

When requested by the Company the Buyer is to furnish to the Company a satisfactory opinion of the City or town attorney as to the power of the municipality to make the contract.

WITNESS our hands and official seals this 9th day of November, 1945.

2PRJX

AMERICAN-LaFRANCE-FOAMITE CORPORATION
(Party of the first part)

By E.L. Watson
District Manager

The City of Fort Wayne, Indiana
(Party of the Second part)
Board of Public Safety

By C.B.BOWEN
President and Member

By Albert H Keller
Secretary and Member

By E.C.Gallmeier
Member

Approved as to form and legality

WALTER E.HELMKE, City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the AMERICAN-LaFRANCE-FOAMITE CORPORATION and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Safety, for the purchase of one (1) one hundred-foot aerial ladder, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ----9---- Nays ----None----

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 27 day of November 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2167

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 29 day of November 1945

Willis D Hite
City Clerk

Approved this 29th day of November 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2168

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana. to sell two (2) parcels of real estate and two houses.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana be and herby is authorized to,sell the following two (2) parcels of real estate and two houses to-wit:

The south one hundred ten (110) feet of Lot Number Fifteen (15) Grand View Addition to the City of Fort Wayne, Indiana, and one one-story frame dwelling house and any and all outbuildings located thereon, also known as 2005 Spring Street, Fort Wayne, Indiana.

The south one hundred ten (110) feet of Lot Number Twelve (12) Grand View Addition to the City of Fort Wayne, Indiana; and a one one-story frame dwelling house and any and all outbuildings located at 2117 Spring Street, Fort Wayne,Indiana.

That said aforementioned dwelling houses and outbuildings located on said aforementioned parcels of real estate need to be sold and removed in order to provide for the approaches to the new Spring Street Bridge.

SECTION 2. That the Board of Public Works of the City of Fort Wayne, Indiana, by and through the City Attorney, is directed to file in the Circuit Court of Allen County, Indiana, a petition for the appointment of appraisers to appraise said property before said sale is consummated.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

Ayes -----Nine ----Nays~~00~~--None.

We Hereby Certify,That the Common Council of the City of Fort Wayne,Indiana at a Regular meeting held on the 11 day of December, 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2168.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1945.

Willis D Hite
City Clerk

Approved this 14 -----day of December 1945.

H.W.Baals
Mayor

2PBJX

GENERAL ORDINANCE NO. 2169

AN ORDINANCE to amend Section Seven (7) of "AN ORDINANCE concerning taxicabs, providing for the regulation and licensing thereof, issuance of permits for the operation thereof, repealing all ordinances in conflict therewith, fixing the time when the same shall take effect, and providing penalties for violation thereof, as amended April 13, 1943, "being known as General Ordinance No.2104.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

SECTION 1. That Section Seven (7) of General Ordinance No.2104 be amended to read as follows:

"SECTION 7. Taxi Fares, Number of Passengers and Posting of Schedule of Fares.

(a) The following fares shall be charged for the carrying of passengers by the taxicabs of the City of Fort Wayne, Indiana.

(1) For one (1) passenger or group of passengers, not exceeding four (4), from the same point of origin to the same point of destination anywhere in the City of Fort Wayne, the fare shall be fifty (50¢) cents for said trip; provided however, that for each passenger in excess of four (4) an additional fare shall be charged and collected at the rate of twenty (20¢) per additional passenger; provided further that an additional fare of twenty (20¢) cents shall be charged and collected for each and every interim stop for discharge of passengers.

(b) It shall be lawful for taxicabs to carry more than one passenger or more than one group of passengers, provided, however, that second passenger or groups of passengers shall not be picked up or admitted to a taxicab without the consent of the first passenger or group of passengers engaging said taxicabs,

(c) Each taxicab shall have posted in a manner approved by the Chief of Police and in a conspicuous palce in letters of legible size a schedule of the fares provided by this Ordinance."

SECTION 2. Any person, firm or corporation violating any of the provisions of this Ordinance shall, upon conviction thereof, be fined in any sum not exceeding Three Hundred ($300.00) Dollars to which may be added imprisonment for a period of not exceeding Thirty(30) days.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Wm H.Knoche

The ordinance was read the third time in full and on motion was now passed by the following vote Ayes -------8--Nays -----None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of December 1945. by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2169

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December

Willis D Hite
City Clerk

Approved this 14 th day of December 1945.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2170

AN ORDINANCE annexing and making a part of the City of Fort Wayne, Indiana, certain described territory located in the northeast part of the City.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the following dexcribed territory is hereby annexed and made a part of the city limits of the City of Fort Wayne, Indiana, and shall be and is considered a part thereof, to-wit:

A Triangular tract of land located within the following described boundary:
Commencing at the intersection of the center line of Cerscent Avenue with the center line of Anthony Boulevard; then north along the center line of Anthony Boulevard to the intersection of the center line of Springfield Avenue; then in a southeasterly direction along the center line of Springfield Avenue to its intersection with the center line of Crescent Avenue; then in a southwesterly direction along the center line of Anthony Boulevard, the place of beginning.
Said tract being situated in the Southwest Quarter of Section 30, Township 31 North, Range 13 East, in St.Joseph Township, Allen County, Indiana.

SECTION 2. That said annexed territory shall become a part of Precinct 1A, Ward 1 and Councilmac District 2 of the City of Fort Wayne, Allen County, Indiana.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. ---Ayes ----8--Nays ----None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 11 day of December 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2170.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1945.

Willis D Hite
City Clerk.

Approved this 14 day of December 1945.

H.W.Baals
Mayor

7PRJX

GENERAL ORDINANCE NO.2171.

An Ordinance changing, amending and supplementing General Ordinance No.1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of uts provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That the symbols and indications of Section 4 of the map which is a partof General Ordinance No.1436 be changed from those of a "D" District to those of an "A" District on the Real estate described as follows to-wit:

That part of the southeast quarter of Section Fifteen (15), Township Thirty (30) North, Range Twelve (12) East, lying south of Nuttman Avenue, west of Brooklyn Avenue, and north of that portion of Section "A" Indian Village, an Addition to the City of Fort Wayne, accorind to the recorded plate thereof, which is situated in the quarter section aforesaid, in Allen County, Indiana, excepting the following described tract to-wit:

Part of the North one-half (½) of the Southwest one-quarter (¼) of Section Fifteen (15), Township Thirty (30) North, Range Twelve (12) East in Allen County, Indiana, being more particularly described as follows to-wit: Beginning at the intersection of the West Line of Brooklyn Avenue and the South Line of Nuttman Avenue in the City of Fort Wayne, Indiana, said point being situated twenty-five 925)feet South of the North Line of the Southwest one-quarter (¼) of Section Fifteen (15) Township Thirty (30) North, Range Twelve (12) East and, Seventeen Hundred, seventy-seven and six-tenths (1777.6) feet North Eighty-nine degrees twenty-three minutes East (N.89° 23' E.) of the West one-quarter (¼) corner of the aforesaid Section Fifteen (15) Township Thirty (30) North Range Twelve (12) East; Thence South Five degrees forty-eight minutes East (S.5° 48' E.) along the West line of the aforementioned Brooklyn Avenue a distance of Six-hundred (600.00) feet; thence South eighty-six degrees, thirty minutes West (S.86° 30' W.) a distance of twelve hundred fifty and six tenths (1250.6) feet to the Southeast corner of Lot Numbered thirty (30) in Section "A", Indian Village Addition to the City of Fort Wayne, Indiana; thence North fourteen degrees, forty-five minutes West (N.14° W.) along the East line of said Lot Numbered thirty (30) Section "A" Indian Village Addition a distance of one-hundred sixty-two (162.0') feet to the Northeast corner of said Lot Numbered thirty(30), Section "A". Indiana Village Addition; thence North twenty-seven degrees fifty-six minutes West (N.27° 56' W.) a distance of one-hundred three and fifty-five hundredths (103.55) feet to the South east corner of Lot Numbered thirty-one (31) in the aforesaid Section "A" Indian Village Addition; thence North seventeen degrees, forty-two minutes West (N.17° 42'W.) along the east line of the said Lot Numbered Thirty-One (31) Section "A". Indian Village Addition; a distance of 160.0 feet to the Northeast of said Lot Numbered thirty-one (31), Section "A", Indian Village Addition, thence North zero degrees, thirty-seven minutes West (N.0° 37' W.) a distance of two-hundred and fifty-nine and six-tenths (259.6) feet to the South line of the aforementioned Nuttman Avenue in the City of Fort Wayne, Indiana; thence North eighty-nine degrees twenty-three minutes East (N.89° 23'E.) along the said South Line of Nuttman Avenue a distance of thirteen-hundred twenty-eight and one-tenth (1328.1) feet to the place of beginning, containing, eighteen and sixteen hundredths (18.16) acres of land more or less.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No.1436. shall be a part of this ordinance and this ordinance shall be a part of said ordinance No.1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Frank W.Aing Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes -----8-- Nays ---None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of December 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2171.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1945.

Willis D Hite
City Clerk

Approved this 14 day of December 1945

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2172

An Ordinance authorizing the Board of Public Works of the City of Fort Wayne,Indiana, to transfer certain funds from Item 111b and Item 113c to certain specific items set out in the within ordinance, and appropriating funds deposited in Item 113d, Item 252e and Item 333e, which said transfer and appropriations do not increase the tax levy of the City of Fort Wayne Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer funds from the items hereinafter set out to the items hereinafter specifically described as follows to-wit:

From Item 111b: $1,715.00,to the following items:

Item 212-Postage		$175.00
a-Bd of Wks	$125.00	
b-Bldg Dept	50.00	
	$175.00	
Item 334-Other Gar. expenses ;.....		$250.00
b-Bldg Dept		
Item 362-Stationery & Prtg.....		$110.00
b-Bldg Dept		
Item 721-Furniture and Fixtures		$990.00
g-City Hall		
Item 725-Office Equipment		$190.00
a-Board of Works		$ 1,715.00

From Item 113c: $2,179.00 to the following items:

Item 241-Public Prt. & Advertising		$1500.00
Item 243-Photographing & Blueprints		200.00
c-Engineering Dept		
Item 333-Tires		$ 400.00
d-Street Department		
Item 363-Other Office Supplies.....		$ 79.00
c-Engineering Dept		$2,179.00
		$3,894.00

SECTION 2. The State Highway Commission of the State of Indiana has paid to the City of Fort Wayne, Indiana for street cleaing purposes the sum of $2,124.87. That said sum of money has been deposited in Item 113d-payroll for street cleaning, and the Asphalt Plant of the City of Fort Wayne Indiana has collected the sum of $40.33 for testing, and that said sums were deposited in Item 252e and Item 333e. That in order to disvurse said funds it is necessary to specifically appropriate the moneys deposited in said items. Therefore, the following items are hereby appropriated and the Board of Public Works is hereby authorized to expend the funds deposited in the following items to-wit:

Item 113d - Payroll for street cleaning	$2,124.87
Item 252e - Repairs to equipment Asphalt Department	$ 32.33
Item 333e - Tires Asphalt Department	8.00

SECTION 3. That the transfer of said funds set out in Section 1 herein and the appropriation of funds set out in Section 2 herein do not increase the tax levy of the City of Fort Wayne,

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Approved by me
Otto H.Admas
City Controller

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ------Eight.---Nays -----None.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11 day of December 1945, by a majority vote of all members elect, did pass the Ordinance hereunto attached and known as GENERAL ORDINANCE No.2172.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1945

Willis D Hite
City Clerk

Approved this 14th day of December 1945.

H.W.Baals
Mayor

2PBIX

GENERAL ORDINANCE NO.2173

An Ordinance fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OFRT WAYNE, INDIANA:

SECTION1. That the following officers and employees of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January 1946.

Assistant Deputy Comptroller at the rate of Two Thousand One Hundred Sixty Dollars ($2,160.00) per year.

Cashier Barrett Law at thr rate of Two Thousand One Hundred Sixty Dollars ($2,160.00) per year.

Clerk Barrett Law at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Clerk Barrett Law at the rate of Two Thousand Forty Dollars ($2.040.00) per year.

Minute Clerk, Board of Works, at the rate of One Thousand Five Hundred Forty-five Dollars ($1,545.00) per year.

Stenopgrapher, Board of Works, at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

Bookkeeper, Board of Works, at the rate of One Thousand Nine Hundred Twnety-Dollars ($1,920.00) per year.

Building Commissioner at the rate of Three Thousand Dollars ($3,000.00) per year.

Electrical Inspector at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Plumbing Inspector at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Heating Inspector at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Smoke Inspector at the rate of Two Thousand Four Hundred ($2.400.00) Dollars per year.

Clerk of the Building Department at the rate of One Thousand Six Hundred Twenty Dollars ($1,620.00) per year.

Assistant City Engineer at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Junior Assistant City Engineer at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

Draftsman, City Engineer's office at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Instrument men at the rate of Two Thousand Five Hundred Twenty Dollars ([illegible] ($2,520.00) per year.

Rodmen at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Clerk to the Engineer at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Street Commissioner at the rate of Three Thousand Six Hundred Dollars ([illegible] ($3,600.00) per year.

Assistant Street Commissioner at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Superintendent Asphalt Plant and Paving Chemist at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Day Janitor, City Hall, at the rate of One Thousand Five Hundred Sixty Dollars ($1,560.00) per year.

Night Janitor, City Hall, at the rate of One Thousand Six Hundred Twenty Dollars ($1,620.00) per year.

Consultant, City Plan Commission, at the rate of Two Thousand Three Hundred Eighteen Dollars and Seventy-five Cents ($2,318.75) per year.

Secretary, City Plan Commission, at the rate of Three Hundred Seventy-five Dollars ($275.00) per year.

GENERAL ORDINANCE NO. 2173 CONTINUED

Associate City Attorney at the rate of Six Hundred Dollars ($600.00) per year.

Clerk,Board of Zoning Appeals, at the rate of Three Hundred Seventy-five Dollars ($375.00) per year.

Humane Officer at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Attendant at Humane Shelter at the rate of One Thousand Three Hundred Twenty Dollars ($1,320.00) per year.

Deputy City Clerk at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

Baliff to City Court at the rate of One Thousand Five Hundred Sixty Dollars ($1,560.00) per year.

Secretary to the City Attorney at the rate of One Thousand Twenty Dollars ($1,020.00) per year.

Executive Secretary Board of Safety at the rate of Two Thousand Two Hundred Twenty-Dollars ($2,220.00) per year.

Inspector Weights and Measures at the rate of Two Thousand Nine Hundred Forty Dollars ($2,940.00) per year.

Weighmaster,City Scale at the rate of One Thousand Five Hundred Sixty Dollars ($1,560.00) per year.

Marketmaster, City Market, at the rate of One Thousand Nine Hundred Twenty Dollars($1,920.00) per year.

Chief of Police at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Captain of Police at the rate of Three Thousand Two Hundred Ten Dollars ($3,210.00) per year.

Captain of Detectives at the rate of Three Thousand Three Hundred Thirty Dollars ($3,330.00) per year.

Captain of Traffic at the rate of Three Thousand Two Hundred Ten Dollars ($3,210.00) per year.

Lieutenants at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Sergeants at the rate of Two Thousand Five Hundred Fifty Dollars ($2,550.00) per year.

Detective Sergeants at the rate of Two Thousand Six Hundred Eighty-two Dollars ($2,682.00) per year.

Lieutenant Mechanic at the rate of Three Thousand One Hundred Forty-four ($3,144.00) per year.

Sergeant Mechanic at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Patrolmen at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Secretary to the Chief at the rate of One Thousand Nine Hundred Eighty ($1,980.00) Dollars per year.

Traffic Engineer at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.

Clerk to Traffic Engineer at the rate of One Thousand Seven Hundred Forty Dollars ($1,740.00) per year.

Clerk to Captain of Detectives at the rate of One Thousand Seven Hundred Forty Dollars ($1,740.00) per year.

Clerk to Captainof Traffic at the rate of One Thousand Seven Hundred Forty Dollars ($1,740.00) per year.

Traffic Clerk at the rate of One Thousand Three Hundred Twenty-Dollars ($1,320.00) per year.

Superintendent of the Signal Department at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Assistant Superintendent of Signal Department at the rate of Three Thousand One Hundred Twenty Dollars ($3,120.00) per year.

Linemen at the rate of Two Thousand Seven Hubdred Sixty Dollars ($2,760.00) per year.

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Electrician at the rate of Two Thousand Seven Hundred Sixty Dollars ($2,760.00) per year.

Electrician at the rate of Two Thousand Seven Hundred Sixty Dollars ($2,760.00) per year.

Chief Despatcher at the rate of Two Thousand Nine Hundred Twenty-two Dollars ($2,922.00) per year.

Despatchers at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Radio Technician repairman at the rate of Two Thousnad Six Hundred Seventy Dollars ($2,670.00) per year.

Fire Chief at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Battalion Chiefs at the rate of Three Thousand Two Hundred Ten Dollars ($3,210.00) per year.

Master Mechanic at the rate of Three Thousand One Hundred Forty-four Dollars ($3,144.00) per year.

Assistant Mechanic at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Platoon Captains at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Fire Prevention Captain at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Captains at the rate of Two Thousand Six Hundred Sixteen Dollars ($2,616.00) per year.

Lieutenants at the rate of Two Thousand Five Hundred Fifty Dollars ($2,550.00) per year.

Fireman at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Secretary to the Chief at the rate of One Thousand Seven Hundred Forty Dollars $1,740.00) per year.

Helper, Weights & Measures, at the rate of Fifty Dollars ($50.00) per year.

Helper, City Scale, at the rate of Fity Dollars ($50.00) per year.

President of Board of Public Health at the rate of Three Hundred Sixty Dollars ($360.00) per year.

Vice-President of Board of Public Health at the rate of One Hundred Eighty Dollars ($180.00) per year.

Member of the Board of Public Health at the rate of One Hundred Eighty Dollars ($180.00) per year.

Secretary of the Board of Public Health at the rate of Four Thousand Seven Hundred Thirty-six Dollars and Forty Cents ($4,736.40) per year.

Assistant Secretary and Registrar of the Board of Public Health at the rate of Two Thousand Sixty Dollars ($2,060.00) per year.

Nurses Isolation Hospital at the rate of One Thousand Five Hundred Forty-six Dollars and Eighty Cents ($1,546.80) per year.

Public Health Nurse at the rate of Two Thousand Seventy-six Dollars ($2.076.00) per year.

Bacteriologist at the rate of Two Thousand Three Hundred Sixty-four Dollars ($2,364.00) per year.

Dairy and Meat Inspector at the rate of Two Thousand Nine Hundred Twenty-four Dollars ($2,924.00) per year.

Lieutenant at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Detective Sergeants at the rate of Two Thousand Six Hundred Eighty-two Dollars ($2,682.00) per year.

Sergeants at the rate of Two Thousand Five Hundred Fifty Dollars ($2,550.00) per year.

Clinic Director at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

GENERAL ORDINANCE NO. 2173 CONTINUED

Investigator of Clinic at the rate of Two Thousand Five Hundred Fifty Dollars ($2,550.00) per year.

School Physicians at the rate of Six Hundred Seventy-five ($675.00) Dollars per year.

School Dentist at the rate of Seven Hundred Forty Dollars ($740.00) per year.

School Nurse atnthe rate of Two Thousand Seventy-six Dollars ($2,076.00) per year.

Nurse Venereal Clinic at the rate of Four Hundred Twenty Dollars ($420.00) per year.

Clerk and Assistant Registrar at the rate of One Thousand Six Hundred Twenty Dollars ($1,620.00) per year.

Provided, however, that the salary of any fireman or policeman shall be at the rate of One Hundred Ninety-five Dollars($195.00) per month for the first six months of his employment, and at the rate of Two Hundred Dollars ($200.00) per month for the second six months of his employment; therafter at the rate of Two Hundred Five Dollars ($205.00) per month of his employment.

SECTION 2. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana as fixed herein, shall be for a calendar year and sh ll be paid on a semi-monthly basis, and it is the intention of this Ordinance that the salaries, compensations or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

SECTION 3. Al ordinance and parts of ordinances in confict herewith are hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine .....Nays None.

We Hereby Certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 18th day of December 1945 by a majority vote of all members elect, did pass the Ordinance hereunto attached and known as General Ordinancne No.2173.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the th day of December 1945

Willis D Hite
City Clerk

Approved this th day of December 1945.

H.W.Baals
Mayor

2pbjx

GENERAL ORDINANCE NO. 2174

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between The Journal-Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana.

Whereas, on the 11th day of December, 1945, The Journal-Gazette Company entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the printing in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1946, until December 31, 1946, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the Contract One Hundred and Fifty (150) copies of the proceedings of the entire year, and more specifically set out in said contract to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 11th day of December 1945, by and between THE JOURNAL-GAZETTE, Party of the Firt Part, and the CITY OF FORT WAYNE, Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the Party of the First Part covenants abd agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1946, until December 31, 1946, and to furnish the Party of the Second Part One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete upon the termination of this contract, on December 31, 1946, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies,

One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound with cloth.

That the Party of the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City of whichspecifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set for in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper,

It is further agreed by the parties hereto that in case the First Party fails to perform all the conditions required by this contract to be performed by it, the Party of the Second Part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of the First Part.

The Party of the First Part agrees that in the prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00) payable to the City of Fort Wayne, for the faithful performance of all the conditions of this contract.

It is hereby agreedthat no assignment of this contact shall be made without the written consent of said Party of the Second Part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

THE JOURNAL-GAZETTE COMPANY
BY: F.B.RITCHEY
Business Manager
BY: A.F.SCHERER
Secretary
Party of the First Part
H.W.BAALS
Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ROBERT G.BEAMS
FRED W.MENZE
JOHN H.JOHNSON
Party of the Second Part

ATTEST:
HELEN W. SWEET
SECRETARY

Approved as to form and legality
WALTER E.HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between The Journal-Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort Wayne Journal-Gazette of the proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1946, until December 31,1946, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceedingsof each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, One Hundred and Fifty

GENERAL ORDINANCE NO.2174 CONTINUED

(150) copies of the proceedings of the entire year, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ----Nine -----Nays ---None.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 18th day of December 1945, by a majority vote of members elect, did pass the Ordinance hereunto attached and known as GENERAL ORDINANCE NO.2174

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the th day of December 1945

Willis D Hite
City Clerk.

Approved this th day of December 1945.

H.W.Baals
Mayor.

General Ordinance No.2175.

AN ORDINANCE authorizing the transfer of Two Hundred Fifty Thousand ($250,000.00) Dollars from the City Light & Power Utility of the City of Fort Wayne to the General Fund of the City of Fort Wayne, and appropriating the same for the use of said General Fund for the year 1946.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1, That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer from the City Light & Power Utility Funds, the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars to the General Fund of the City of Fort Wayne, Indiana.

SECTION 2. That said sum of Two Hundred Fifty Thousand ($250.000.00) Dollars is hereby appropriated to the use of the General Fund of the said City of Fort Wayne, Indiana, during the year 1946. and in accordance with Appropriation Ordinance No.1137 passed by the Common Council of the City of Fort Wayne, Indiana, August 27, 1945.

SECTION 3. That said sum of money may be transferred in monthly installments.

SECTION4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C.Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ------Nine ---Nays --None.

We Hereby Certify That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 18th day of December 1945, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2175.

Arno C Spiegel
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the th day of December 1945

Willis D Hite
City Clerk

Approved this th day of December 1945.

H.W.Baals
Mayor

2PBJX

GENERAL ORDINANCE NO. 2176

An Ordinance changing, amending and supplementing General Ordinance No.1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed foe specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, abd Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the symbols and indications of Section 2 of the map which is a part of General Ordinance No.1436 be changed from those of an "E" District to those of a "D" District on the real estate described as follow, to wit:

The lots bounded onnthe north by Columbia Avenue; on the west by Edgewater Avenue: on the south by the first alley south of Columbia Avenue; and on the east by LaFort Street.

That the symbols and indications of Section 2 of the map which is a part of General Ordinance No.1436 be changed from those of an "E" District to tnose of a "C" District on the real estate described as follows, to-wit:

The triangular tract of land bounded on tne south by Columbia Avenue; on the east by LaFort Street; and on the northwest by St Joseph Boulevard.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of this Ordinance and this Ordinance shall be a part of said Ordinance No.1436.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Frank W King Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine .....Nays....None.

We Hereby Certify, Thay the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of January 1946 by a majority vote of all members elect, did pass the Ordinance hereunto attacned and known as General Ordinance No.2176.

Paul C Wolf
President

Willis D Hite
City Clerk

Presneted to the Mayor for approval on the 25th day of January 1946

Willis D Hite
City Clerk

Approved this day of January 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2177

AN ORDINANCE changing, amending and supplementing General Ordinance No.1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings: to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION. That the symbols and indications of Section 5 of the map which is a part of General Ordinance No. 1436 be changed from those of a "C" District to those of a "B" District on the area described as follows, to-wit:

Area bounded on the east by the first alley east of Piqua; on the south by Wildwood Avenue; on the west by Piqua Avenue and on the north by a line which is parallel to and forty-seven (47) feet south of the south property line of Esmond Street, and that said area be established as a "B" District.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No.1436.

SECTION 3. Thatnthis ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following Vote: Ayes .....Nine.....Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of January 1946 by a majority vote of all members elect, did pass the Ordinance hereunto attached and known as General Ordinance No. 2177.

Paul C.Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 25th day of January 1946

Willis D Hite
City Clerk

Approved this day of January 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2178

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between Korte Bros, Inc, a corporation organized and existing under the laws of the State of Indiana, and the City of Fort Wayne a municipal corporation of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 7th day of January, 1946, KORTE BROS, INC, a corporation organized and existing under the laws of the State of Indiana, entered into a certain contract and a agreement with the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana by and through its Board of Public Works, for the sale of one (1) street flusher, which contract and agreement are more fully set forth in the contract to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 7th day of January, 1946, by and between KORTE BROS, INC,a corporation organized and existing under the laws of the State of Indiana, Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, Party of the Second Part, WITNESSETH:

The Party of the First Part covenants and agrees to sell, furnish and deliver to the Party of the Second Part one (1) street flusher more specifically described as follows, to-wit:

1- Standard Steel, Model 5, equipped with 500 GPM Pump, 1800 Gal Capacity.

Powered with Ford V-8, 60 H.P. Engine or Model F-199, 6 cylinder Continental Engine, 47½ H.P. either engine optional.

7PBJX

Full pressure lubrication system, Air Cleaner, Electric Starter, Oil, Pressure and Water Temperature Gauge, all operating controls and instruments mounted in cab of truck.

Equipped with girder type mounting, lowers center of gravity 8 to 12 inches, eliminating high saddles to support the tank.

Standard Steel Works Nozzles are quickly adjustable to any position or angle of spray desired. Nozzles are built in two sections horizontally split. Nozzles are locked to the desired position with hand operated locking rings. Constructed of high grade brass.

Discharge Valve is 2½" quick-opening poppet type, Valves are operated from truck cab by either manual or Bendix control. 15ft. of 2½" loading hose especially designed for hydrant pressure. Float Gauge located at top of tank indicates when tank is full. Leak-proff victualic flexible couplings are used wherever necessary to relieve strain.

Mounted on truck of the party of the second part and painted.

The Party of the Second Part agrees to pay to the Party of the First Part the sum of Two Thousand Five Hundred Ninety-Seven ($2,597.00) Dollars at the time said equipment is delivered and accepted by the Party of the Second Part.

The Party of the First Part agrees to deliver said equipment and apparatus to the Party of the Second Part on or before March 1, 1946.

This Contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA
BY: H.W. BAALS
H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W.MENZE
JOHN H.JOHNSON

ATTEST:

HELEN W. SWEET
SECRETARY

Approved as to form and legality:

WALTER E. HELKE
City Attorney

KORTE BROS, INC
BY: WILLIAM C KORTE
Secretary

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between KORTE BROS, INC, a corporation organized and existing under the laws of the State of Indiana, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, by and through its Board of Public Works, for the sale of One (1) Street Flusher, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratifed and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F. Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine .....Nays .....None.

We Hereby, Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of January 1946 by a majority vote of all members elect, did pass the Ordinance hereunto attached and known as General Ordinance No.2178.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 25th day of January 1946.

Willis D Hite
City Clerk.

Approved this day of January 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2179

AN ORDINANCEratifying and approving a certain contract and agreement made and entered into by and between Korte Bros, Inc, a corporation organized and existing under the laws of the State of Indiana, and the CITY of FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS,on the 7th day of January 1946, KORTE BROS, INC , a corporation organized and existing under the laws of the State of Intianan entered into a certain contract and agreement with the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, for the sale of one (1) heavy duty motor grader, which contract and agreement are more fubly set forth in the said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of January, 1946, by and and between KORTE BROS, INC, a corporation organized and existing under the laws of the State of Indiana,Party of the First Part, and the CITY OF FORT WAYNE, a municipalcorporation of Allen County, Indiana, by and through its Board of Public Works, Party of the Second Part,
WITNESSETH:

The Party of the First Part covenants and agrees to sell, furnish and deliver to the Party of the Second Part one (1) Heavy Duty Motor Grader more specifically described as follows, to-wit:

Make: "99M" Austin-Western - 4 whell drive and 4 whell steer.
Controll: Hydraulic control throughout, including steering,
Starting: Electric.
Tires: Front 14:00 x 20, 12 ply with heavy duty tubes
Rear 14:00 x 20, 12 ply, with heavy duty tubes.
Engine: Buda K-428, 6 cylinder Gasoline Engine
Displacement: 428 cu. in.
Bore & Stroke: 4-3/8 x 4-3/4"
Blade: Lenth 13ft., thickness 3/4", with ditching boot.
Side Shift: Precision side shift of blade.
Turning Radius: Will turn around on 30fr, road with 1 back-up.
Electric Starter, Lights, Muffler, Horn, Thermostat, Oil,
Air and FuelFilters.
Enclosed Steel Cab with Shatter-proof Glass.
11-tooth V-type Scarifier 47"
Loader Attachment
Horsepower: 68.5 H.P.@ 1300 R.P.M.

The Party of the Second Part agrees to pay to the Party of the First Part the sum of Eight Thousand Two Hundred Seventy-five ($8.275.00) Dollars at the time said equipment is delivered and accepted by the Party of the Second Part.

The Party of the First Part agrees to deliver said eauipment and apparatus to the Party of the Second Part on or before March 1, 1946.

This contract, altn ugh executed on behalf of the City by its Mayor and b y the Boardof Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, eacn for itself, binds itself, its successors and assigns.

IN WITNESSETH WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA
BY: H.W.BAALS
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W. MENZE
JOHN H. JOHNSON

ATTEST:
HELEN W SWEET
Secretary
Approved as to form and legality:
WALTER E HELMKE
City Attorney

KORTE BROS, INC
BY: WILLIAM C KORTE
Secretary

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 2. That the foregoing contract made and entered into by and between KORTE BROS, INC, a corporation organized and existing under the laws of the State of, Indiana, and the CITY OF FORT WAYNE, amunicipal corporation of Allen County, Indiana, by and through its Board of Public Works, for the sale of one (1) heavy duty motor grader, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved, SECTION 2. That this ordinance shall be in full force and effect from and sfter its passage and approval by the Mayor. E.H.Fisher

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine.....Nays .....None.

We Hereby, Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 22nd day of January 1946, by a majority vote of all memebers elect, did pass the Ordinance hereunto attached and known as General Ordinance No.2179.

Paul C.Wolf
President
Willis D Hite
City Clerk

Presented to the Mayor for approval on the 25th day of January 1946.
Willis D Hite
City Clerk

Approved this day of January 1946.
H.W.BAALS
Mayor

7PBJX

GENERAL ORDINANCE NO. 2180

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between STOCKBERGER-SEASTROM CO, a co-partnership, by John J. Stockberger, partner, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 7th day of January, 1946, STOCKBERGER*SEASTROM CO, a co-partnership, by John J.Stockberger, partner, entered into a certain contract and agreement with the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, for the sale of one (1) Bituminous mixture mechanically motor-operated paver, which contract and agreement are more fully set forth in the said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of January, 1946, by and between STOCKBERGER*SEASTROM CO, a co-partnership by John J.Stockberger, partner, Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Boardoof Public Works, Party of the Second Part, WITNESSETH:

The Party of the First Part covenants and agrees to sell, furnish and deliver to the Party of the Second Part one (1) Bituminous mixture mechanically motor-operated paver more specifically described as follows, to-wit:

One, 1946 Adnum Black Top Paver Equipped with a six Cylinder Gasoline Engine, capable of laying 10' to 12' widths, Electric Screed Heater, complete with all,standard specifications.

The Party of the Second Part agrees to pay to the Party of the First Part the sum of Seven Thousand Thirty-Two Dollars and Fifty Cents ($7,032.50) at the time said equipment is delivered and accepted by the Party of the Second Part.

The Party of the First Part agrees to deliver said equipment and apparatus to the Party of the Second Part on or before March 1, 1946.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date h reof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

ATTEST:
HELEN W SWEET
Secretary

BY: H.W.BAALS
H.W.BAALS, MAYOR

Approved as to form and legality:
WALTER E HELMKE
CITY ATTORNEY

BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W MENZE
JOHN H JOHNSON

We Hereby,Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on tne 22nd day of January 1946 by a majority vote of all members elect, did pass the Ordinance herennto attached and known as General Ordinancex No.2180.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 25th day of January 1946,

Willis D Hite
City Clerk

Approved this - day of January 1946.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2181

AN ORDINANCE authorizing the Borad of Public Works of the City of Fort Wayne Indiana, to sell certain surplus equipment and certain junk copper, brass, cast iron and steel, owned by the City Utilities of the City of Fort Wayne, and the City Street Department of the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the Board of Public Works be and hereby is authorized to sell the following property owned by the City Utilities, to-wit:

1. 35 Ton Scrap Cast Iron and Steel
2. 20 Ton Junk Copper and Lead Cable
3. One Ton Junk Brass

SECTION 2. That the Board of Public Works be and hereby is authorized to sell the following property owned by the City Street Department, to-wit:

1. One obsolete Elgin Street Sweeper, 5 ton capacity, Engine No. 216L4 7331, Serial 485, 1926 Model, weight 10,500 lbs, 4 cylinder engine, 32 HP
2. One Wehr, one-man Fordson Power Grader, hand operated
3. One 1926 International 1½ Ton Dump Truck, Serial No 5169, Engine 8408, Model 43, 4 cylinder
4. One McCormick-Deering Tractor, Serial 1530
5. One Leroy 10-s, one cylinder mixer, 1/2 yd. capacity
6. Two Austin Dump Wagons
7. One GE Motor, Serial 521830, Type M6, Form C, 35HP, 220 volt, 3 phase, 60 cycle, 1200RPM
8. One GE Motor Serial No.2129 Type KT326, Form B, 30HP, 220 volt, 3 phase, 60 cycle, 1150 RPM
9. One GE Motor, vertical, Type I, Form K, 35 HP, 440 volt, 3 phase, 60 cycle, 1740 RPM
10. One Wagner, Vertical Motor, Serial 336817, Type 2AB5BPV, 40 HP, 220 Volt, 3 phase, 60 cycle, 408 RPM
11. One GE Vertical Motor, Serial No.773336, 50HP, 220 volt, 3 phase, 60 cycle, 514 RPM

That the said Board of Public Works through the City Attorney file a petition in Circuit Court for the appointment of Appraisers to appraise said property.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C.Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes.....Nine .....Nays .....Done.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February 1946, by a majority vote of all members elect, did pass the ordinance attached and known as

GENERAL ORDINANCE No. 2181.

Paul C Wolf
President

Willis D White
City Clerk

Presented to the Mayor for approval on the 14th day of February 1946.

Willis D White
City Clerk.

Approved this 15th day of February 1946.

H.W.BAALS
Mayor

2PBJX

GENERAL ORDINANCE NO.2182

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between the PITTSBURGH-DES MOINES STEEL COMPANY, Neville Island, Pittsburgh Pennsylvania, a co-partnership organized under the laws of the State of Pennsylvania, and consisting of John E.Jackson, Pittsburgh, Pennsylvania, Ruth H Jackson, Pittsburgh, Pennsylvania, and Amos C Pearsall, Des Moines, Iowa, and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, by and through its Board of Public Works.

WHEREAS, on the 22nd day of January, 1946, the PITTSBURGH DES MOINES STEEL COMPANY,Neville Island, Pittsburgh, Pennsylvania, a co-partnership organized under the laws of the State of Pennsylvania, entered into a contract with the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works, for the Building, furnishing and delivery of two (2) garbage incinerator furnaces, building to house said furnaces and all necessary appurtenances, more specifically hereinafter described, which contract and agreement are more fullt set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 22nd day of January, 1946, by and between the PITTSBURGH-DES MOINES STEEL COMPANY, Neville Island, Pittsburgh, Pennsylvania, a co-partnership organized under the laws of the State of Pennsylvania and consisting of John E Jackson Pittsburgh, Pennsylvania, Ruth H Jackson, Pittsburgh, Pennsylvania, and Amos C Pearsall, Des Moines, Iowa, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, hereinafter referred to as the Pary of the Second Part, WITNESSETH:

The Party of the First Part covenants and agrees to furnish and pay for all labor, material, apparatus and tools required for the building and furnishing and delivery of:

> Two (2) garbage incinerator furnaces, each with a daily capacity of sixty sixty (60) tons; new stack; also building to house furnaces including ramps, driveways, coal bunker and other necessary appurtenances, in accordance with plans and specifications, prepared by the City Engineer and on file in the office of the Board of Public Works,

for and in consideration of payment by the City of Fort Wayne as follows:

One Hundred Eight Thousand Six Hundred Forty Dollars and no cents ($108,640.00).

Not later than the 15th day of each calendar month, the Party of the Second Part will make partial payment to the Party of the First Part on the basis of a duly certified appooved estimate of the work performed during the preceding calendar month by the Party of the First Part, but the Party of the Second Part will retain 15 percent of the amount of each such estimate until not later than 30 days after final completion and acceptance of all work covered by this contract.

The Party of the First Part agrees to complete the work provided for in this contract within two hundred (200) consecutive calendar days after the awarding of the contract and approval by the Common Council of the City of Fort Wayne, Indiana.

The Party of the First Part agrees to furnish a surety bond in the amount of one hundred per cent (100)0 guaranteeing the completion of the within contract.

Said Party of the First Part agrees to pay and requires of his sub-contractors thatnthey pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

This contract, although executed on behalf of the City by its Mayor and by its Board of Public Works, shall not be binding or pbligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90)days after the date hereof, this contract shall become and be wholly vomd.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first written above.

CITY OF FORT WAYNE, INDIANA
BY: H.W.BAALS
H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W.MENZE
JOHN H JOHNSON

ATTEST:
HELEN W. SWEET
Helen W.Sweet Secretary

Approved as to form and legality:
WALTER E HELMKE
Walter E Helmkw City Attorney

PITTSBURGH- DES MOINES STEEL CO.
BY: JOHN E JACKSON
John E Jackson Partner

NOW, THEREOFRE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the

PITTSBURGH-DES MOINES STEEL COMPANY, Neville Island, Pittsburgh, Pennsylvania,a co-partnership organized and existing under the laws of the State of Pennsylvania, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the building, furnishing and delivery of two (2) garbage incinerator furnaces, building to house said furnaces and all necessary appurtenances, more specifically referred to hereinbefore, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine .....Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February 1946, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2182.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 14th day of February 1946.

Willis D Hite
City Clerk

Approved this 15th day of February 1946

H.W.Baals
Mayor

7PBJX

GENERAL ORDINANCE NO.2185

AN ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No.1436; and the same being: An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne," Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION L. That the symbols and indications of Section Three (3) of the map which is a part of General Ordinance No. 1436, as above described, be diesignated as a "C" District on the following described real estate in the City of Fort Wayne, Indiana to-wit:

Commencing at the intersection of the center line of Anthony Boulevard, as now established and the south line of Lot Number Two (2) Fred. J. Hayden's Amended Plat, extended westward; thence north along the center line of Anthony Boulevard a distance of four hundred seventy and six tenths (470.6) feet; thence in a southeasterly direction on a straight line to a point in the center line of Crescent Avenue, as now established, three hundred sixty-five and six tenths (365.6) feet northeast of the south line of Lot Number Two (2) Fred J Hayden's Amended Plat, extended eastward; thence southwest along the center line of Crescent Avenue to the south line of said Lot Number Two (2) Fred J.Hayden's Amended Plat, extended eastwatd; thence west along the south line of said Lot Number Two (2) Fred J Hayden's Amended plat, and said line extneded eastward and westward, to the center line of Anthony Boulevard, the place of beginning.

Section 2. That the symbols and indications of Section Three (3) of the map which is a part of General Ordinance No. 1436, as above described, be designated as an "A" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit:

Commencing at a point in th e center line of Anthony Boulevard, as now established, four hundred seventy and six tenths (470.6) feet north of the south line of Lot Number two (2) Fred J.Hayden's Amended Plat, extended westward; thence north along the center line of Anthony Boulevard to the center line of Springfield Avenue, as now established; thence southeast along the center line of Springfield Avenue to the center line of Crescent Avenue as now estab ished; thence southwest along the center line of Crescent Avenue to a point which is three hundred sixty-five and six tenths (365.6) feet northeast of the south line of Lot Number Two (2) Fred J, Hayden's westerly direction on a straight line to the center line of Anthony Boulevard, the place of beginning

Section 3. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this Ordinance and this Ordinance shall be a part of said Ordinance No. 1436.

SECTION. 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote ... Ayes .... Nine Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of February 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.2183.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 1 day of March 1946.

Willis D Hite
City Clerk

Approved this 1 day of March 1946,

H.W.Baals
Mayor.

GENERAL ORDINANCE NO.2184

AN ORDINANCE changing, amending and supplementing General Ordinance No.1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uese; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications of Section Four (4) of the map which is a part of General Ordinance No.1436, as above described, be changed from those of an "A" District to those of a "C" District on the area described as follows, to-wit:

Part of the Fractional Southwest Quarter of Section 15, Township 30 north, Range 12 east, in Allen County, Indiana; described in particular as follows:
Commencing on the north line of the right-of-way of the former Fort Wayne & Bluffton Interuban Railway, as located next to and north of the public highway known as the Bluffton Road at a point situated 140.0 feet normally distant west of the west line of Vesey Avenue, as now legally located; thence southwest along the aforesaid right-of-way line, 211.2 feet; thence northwesterly on a line normal to the said right-of-way line, 150.0 feet; thence northeast and paralled to the said ~~xxxx~~right-of-way line, 200.0 feet; thence east and parallel to the south line of Lot 1 in the plat of River View Addition, 150.0 feet; thence southwesterly, 144.9 feet to the point of beginning.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No.1436.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Frank W.King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine -----Nays --- None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of March 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2184.

Paul C.Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15th day of March 1946.

Willis D Hite
City Clerk

Approved this 15th day of March 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2185

AN ORDINANCE changing, amending and supplement ng General Ordinance No.1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance andOrdinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of fort "ayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications of Section Five (5) of the map which is a part of General Ordinance No. 1436, as above described, be changed from those of an "E" Dsitrict to those of a "C" District on the area described as follows, to-wit:

A, The lots bounded on the north by Pontiac Street; on the east by Bowser Avenue; on the south by a line which is one hundred fifty (150) feet south of the south property line of Pontiac Street; and on the west by a line which is one hundred fifty-one (151) feet west of the west property line of Oliver Street

7PBJX

GENERAL ORDINANCE NO.2185 Continued

B. The lots bounded on the north by Pontiac Street; on the east by Lillie Street; on the south by the first alley south of Pontiac Street; and on the west by a line which is seventy (70) feet west of the west property line of Lillie Street.

C. The lots bounded on the north by Pontiac Street; on the east by the first alley east of Lillie Street; on the south by a line is one hundred twenty (120) feet south of the south property line of Pontiac Street; and on the west by Lillie Street.

SECTION 2. That the symbols and indications of Section Five (5) of the map is a part of General Ordinance No.1436, as above described, be changed from those of an "E" District to those of a "B" District on the area described as follows, to-wit:

A. The lots bounded on the north by Pontiac Street; on the east by Winter Street; on the south by the first alley south of Pontiac Street; and on the west by Bowser Avenue.

B. The lots bounded on the north by Pontiac Street; on the east by a line which is seventy (70) feet west of the west property line of Lillie Street; on the south by a line which is one hundred thirty-two (132) feet south of the south property line of Pontiac Street; and on the west by Winter Street.

SECTION 3. That all provisions, requirements, testrcitions and penalties of said Ordinance No. 1436 shall be part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Submitted by

Wm H.Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes --------Nine ----Nays-----None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 12th day of March 1946, by a majority vote of all members elect. did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCNE NO.2185.

Paul C Wolf&
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15 day of March 1946.

Willis D Hite
City Clerk.

Approved thsi 15th day of March 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2186

AN ORDINANCE REGULATING TRAFFIC upon the public streets of the City of Fort Wayne, Indiana, and repealing all ordinances in conflict therewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

SECTION 1. It shall be unlawfull for the operator of any vehicle to park said vehilce on any street within the following area:

From the east curb line of Clay Street to the west curb line of Ewing street and from the south property line of the New York, Chicago & St.Louis Railroad Company to the north property line of the Pennsylwania Railroad Company, for a period of time longer than thirty (30) minutes between the hours of 2:00 A.M. and 6:)) A.M. of any day.

SECTION 2. Section 33 of General Ordinance No.1555 passedzby the Common Council on September 23, 1930, is hereby specifically repealed.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Harry M. McMillen

The Ordinance was read the third time in full and on mtion was now passed by the following vote. Ayes 8 Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel Wolf. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of March 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2186.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 28 th day of March 1946,

Willis D Hite
City Clerk

Approvied tnis day of March 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO.2187

AN ORDINANCE to minimize the presence of stray dogs within the City of Fort Wayne and its police jurisdiction, and to minimize the incidence of rabies in dogs and other domestic animals during a quarrantine for rabies.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. (A) In the event the Board of Health of the City of Fort Wayne shall declare in writing that an emergency exists by reason of a rabies epidemic among dogs and other domestic animals requiring a quantine for rabies it shall be unlawful for the owner or owners of any dog or dogs to allow such animals to roam at large on the street, alleys, thoroughfares or places other than their own premises, witnin the City of Fort Wayne, except as provided in Paragraph (B), (1), (2), (3).

(B) No dogs shall be allowed beyond the premises of its or their owner unless such dogs ot dogs are (1) on leash, controlled by some person physically able to prevent the animals or animals from bitting, (2) muzzled in such a manner as to make biting impossible, or (3) displaying a license tag issued by the township Assessor's office, and also a tag showing that an antirabie vaccine had been administered to that particular animal witnin the last twelve months.

SECTION 2. It shall be the duty of the Humane Officer of the City of Fort Wayne, and his assistants, to enforce the provisions of this ordinance and to impound at the Humane Shelter all dogs at impounded dogs may be redemmed by the owner within seventy-two (72) hours by the payment of a redemption fee of Two Dollars ($2.00) to the City Controller, who shall issue a receipt for same. Upon presentation of said receipt to the Humane Officer such impounded dogs shall be released to the owner. All such fees paid to the City Controller shall revert to the General Fund. All impounded dogs not redeemed within seventy-two (72) hours may be destroyed in a humane manner. No dog or dogs, being held for observation, shall be released or destroyed until the expiration of the observation period.

SECTION 3. It shall be unlawful for any person or persons to hinder, molest or interfere with any person authorized to perform any duty described under this ordinance.

SECTION 4. Any person who violates any of the provisions of tnis ordinance shall be fined in any sum not exceeding One Hundred Dollars ($100.00). Each and every violation of the provisions of this ordinance shall constitute a separate offense.

SECTION 5. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel Wolf. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of March 1946, by a majority vote of all memebers, elect, did pass the Ordinance attached and known as GENERAL ORDINANCE NO. 2187.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 28th day of March 1946.

Willis D Hite
City Clerk.

Approved this day of March 1946.

H. W. Baals
Mayor.

GENERAL ORDINANCE NO. 2188

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the International Harvester Co, a corporation organized and existing under the laws of the State of New Jersey, and the City of Fort Wayne, by and through itd Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 19th day of February 1946, the International Harvester Co, a New Jersey corporation, entered into a certain contract and aggeement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of one truck and equipment attached thereto, and more specifically set out in said contract, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into thsi 19th day of February, 1946, by and between the INTERNATIONAL HARVESTER CO, a corporation organized and existing under the laws of the State of New Jersey, hereinafter referred to as the "corporation", and the City of Fort Wayne, a municipal corporation of Allen County, in the State of Indiana, by and through its Board of Public Works, hereinafter referred to as the "City",WITNESSETH:

The corporation covenants and agrees to furnish and deliver to the City the following described personal property, to-wit: One International model K10 Chassis. 197 in. wheelbase. Gross vehicle rating 22,500 lbs; Equipped with closed cab, 5 speed heavy duty transmission, 401 cubic inch displacement engine, 200 watt generator, oil filter, 2 W S wipers, heavy duty brakes with Hydrovac booster brake; 11:00 x 20 front and dual rear tires, in accordance with the bid and specifications submitted to the City, which bid and specifications are made a part of this contract.

The City agrees to pay said corporation for said truck and equipment the sum of Three Thousand Seven Hundred Three and 02/100 ($3703.02) Dollars, f.o.b. Fort Wayne, Indiana.

The contract price agreed to be paid by the City does not include Federal excise tax on chassis ot attachments and the specific price stated in the contract is subject to approval by the Office of Price Administration.

This contract, although executed on behalf of the City by its Board of Public Works, shall not be binding or obligatory upon the city unless it first shall have been approved by the Common Council of said City and should the Common Council of said city fail to approve the same within sixty (60) days after date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract the undersigned eacn for itselves, bind itselves, its successors, and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, have hereunto set our hands and seals on the day and year first above written,

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By Robert G.Beams
Chairman

Fred W.Menze

John H Johnson

Attest:
Helen W.Sweet
Secretary

GENERAL ORDINANCE NO. 2188 Continued

INTERNATIONAL HARVESTER CO.

By GEO. R.GEAR

Approved as to form and legality:

WALTER E. HELMKE
City Attorney

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the International Harvester Co. a New Jersey corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of one truck and equipment, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes. Nine Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel Wolf. Nays None.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of March 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2188.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 28th day of March 1946.

Willis D Hite
City Clerk

Approved this 28 day of March 1946.

H.W.Baals
Mayor.

XFBJX

GENERAL ORDINANCE NO. 2188 A.

An Ordinance annexing and making a part of the City of Fort Wayne certain described territory located in the northeast part of the City.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the following described territory is hereby annexed and made a part of the City limits of the City of Fort Wayne, Indiana, and shall be and is considered a part thereof, to-wit:

Beginning at the intersection of Springfield Avenue and the West Section line of Section 30, Township 31 North, Range 13 East; thence North along said West Section line to the Northwest corner of the Southwest quarter of Section 30, Township 31 North, Range 13 East; thence East along the North line of the Southwest quarter of Section 30, Township 31 North, Range 13 East, to the center line of Crescent Avenue extended; thence in a Southwesterly direction along the center line of said Crescent Avenue to the center line of Springfield Avenue; thence Westerly along the center line of Springfield Avenue to the point beginning in Allen County, Indiana.

SECTION 2. That said annexed territory shall become a part of Precinct 1A, Ward 1 and Councilmanic District 2 of the City of Fort Wayne, Allen County Indiana.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was not passed by the following vote:

Ayes 3 Hamm, McMillen, Spiegel.
Nays 6 Bennett, Fisher, Hart, King Knoche and Wolf.

GENERAL ORDINANCE NO.2189

AN ORDINANCE RATIFYING AND APPROVING a certain contract and agreement made and entered into by and between the Elgin Sweeper Company, of Elgin Illinois, and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana

WHEREAS, on the 21st day of March, 1946, the Elgin Sweeper Company of Elgin, Illinois, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of one Eductor, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, made and entered into this 21st day of March, 1946, by and between Elgin Sweeper Company, of Elgin, Illinois, hereinafter referred to as the "corporation", and the City of Fort Wayne, a municipal corporation of Allen County, in the State of Indiana, by and through its Board of Public Works, hereinafter referred to as the "City," WITNESSETH:

The corporation covenants and agrees to furnish and to deliver to the City the following described personal property, to-wit: one latest model Elgin Eductor, complete assembled on its own frame, equipped with its own power plant, consisting of 6 cylinded, heavy duty Hercules motor, 33.75 horse power N.A.C.C. rating, 75 maximum brake horse power, fitted with electric starter. Armored sand suction horse, 25 feet long coiled on reel, permits the cleaning of catch basins located inside the curb line. If the buyer will send truck to our plant, Elgin Illinois, the Educator will be mounted thereon at no additional charge. If preferred, the unit can be shipped for easy mounting at destination by buyer in accordance with the bid and specifications submitted to the City, which bid and specifications are made a part of this contract.

The City agrees to pay said corporation for said Eductor, the sum of Six Thousand forty-five Dollars and Ninety-three Cents ($6045.93) sixty days after delivery.

The contract price agreed to be paid by the City does not include Federal or State taxes that might apply at the time of the delivery.

It is agreed that said equipment shall be painted standard battleship gray, and that if the city desires said equipment painted some other color, an extra charge of Fifty ($50.00) Dollars shall be made by the corporation.

The corporation shallmake delivery of said equipment tentatively fifteen months after date of execution of this contract.

The corporation agrees to test the above described equipment before shipment and to see that allparts are in harmonious working order and proper condition to perform thier respective duties. Said corporation shall not be liable for any default or delay in delivery casued by any contingency beyond its control as a result of strikes, lockouts, or inability to procure materials because of governmental regulations.

The price agreed to be paid for said equipment is subject to O.P.A. ceiling prices and is subject to adjustment to the established price in effect thirty days prior to the date of shipment.

This contract, although executed on behalf of the City by its Board of Public Works, shall not be binding or obligatory upon the city unless it first shall habe been approved by the Common Council of said City and should the Common Council of said city fail to approve the same within sixty days after date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itselves, binds itselves, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, have hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

DG1212 501277	James or M Stephans	1212 Sun
DJ7125 501278	Robert E Voirol	1602 Alli
DD5602 501279	Maurice F Kindler	2842 S C
DH6773 501280	Charles H Bennett	1118 Elm
DJ3479 501281	Frank J Fowler	630 W Cre
DH8943 501282	Robert E Hawkins	605 Stur
DL89 501283	Howard J Esterline	811 Harm
DD750 501284	J Joe Lickert	2535 S We
DJ6268 501285	Conway C Reek	315 E Lex
DJ9941 501286	Wayne J Wyss	1003 High
DG3740 501287	Arnold W Benecke Jr	4408 Wint
DJ5679 501288	Charles H Durnell	2715 Raym
GC1215 501289	Charles W Safford	R6 Illin
DJ5957 501290	John H Fox	749 W De



GENERAL ORDINANCE NO.2189 Continued

Robert G.Beams
By Chairman
Fred W.Menze

John H.Johnson

Attest:
Helen W.Sweet
Secretary

ELGIN SWEEPER COMPANY

BY Chester G.Parsons
Exc. Vice-President

Attest:
C.A.Krein
Secretary

Approved as to form and legality:

Walter E.Helmke
City Attorney

NOW, THEREOFRE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the Elgin Sweeper Company, of Elgin, Illinois, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of one Educator, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .... .Nine. Nays .....None....

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of April 1946, by a majority vote of all memebers, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2189

Paul C Wolf.
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 11th day of April 1946.

Willis D.Hite
City Clerk.

Approved this 12th day of April 1946.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO.2190

AN ORDINANCE creating a joint commission to be known as "The Fort Wayne and Allen County Commission for the Superivision and Management of the Humane Shelter," and providing for the method of the appointment of said commission and the duties and powers of said commission.

WHEREAS, the City of Fort Wayne, Allen County, Indiana, a municipal corporation, has appropriated for the year 1946 approximately the sum of Sixteen Thousand Three Hundred Dollars ($16,300.00) and the County of Allen, State of Indiana, has appropriated for the year 1946 approximately the sum of Ten Thousand Dollars ($10,000.00) for the building and erection of a humane shelter to be located in the City of Fort Wayne, Indiana; and,

WHEREAS, The Fort Wayne Humane Society, Inc, has been in charge and control of humane socitey activities in the City of Fort Wayne, Allen County, Indiana; and,

WHEREAS, it is deemed advisable in view of the expenditures by the City of Fort Wayne and the County of Allen for the erection and building of a humane shelter, that a commission be created to cooperate with the Fort Wayne Humane Society, Inc, in the building and cons ruction of said humane shelter; and,

WHEREAS, it is deemed advisable that a commission be created to be known as "The Fort Wayne and Allen County Commission for the Supervision and Management of the Humane Shelter" Consisting of five (5) members, one (1) member of said commission to be appointed from the Board of Public Works of the City of Fort Wayne by the Mayor of the City of Fort Wayne, one (1) member of said commission to be appointed from the Board of County Commissioners of Allen County, Indiana, by the Board of County Commissioners of Allen County Indiana, and three (3) members of said commission to be appointed by The Fort Wayne Humane Society, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That there is hereby created a commission to be known as "The Fort Wayne and Allen County Commission for the Supervision and Management of the Humane Shelter," Consisting of five( )

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members.

SECTION 2. That the Mayor of the City of Fort Wayne is hereby empowered to appoint one (1) member of said commission, said appointment to be made from the members of the Board of Public Works of the City of Fort Wayne, Indiana. That the Board of County Commissioners of Allen County Indiana, shall appoint one (1) member of said commission, said appointment to be made from the Board of County Commissioners of Allen County, Indiana.That The Fort Wayne Humane Society Inc, shall appoint three (3) members of said commission.

The Fort Wayne Humane Society, Inc, shall certify to the Mayor of the City of Fort Wayne Indiana, and the Board of County Commissioners of Allen County, Indiana, immediately upon the taking effect of this ordinande, the names of the members who shall represent The Fort Wayne Humane Society Inc, on said commission. The term of office of the members of said commission shall be for one year. The term of office of the first commission shall expire on December 31, 1946. Appointments on said commission shall be made between the first (1st) and tenth (10th) days of each succeeding year hereafter and all members shall serve during the ensuing year.

SECTION3. That it shall be the duty and power of said commission to supervise the building and construction of a humane shelter in the City of Fort Wayne, Indiana, with funds which are to be furnished by the City of Fort Wayne, Indiana, and the County of Allen in the State of Indiana. That said commission shall, in conjunction and in cooperation with The Fort Wayne Humane Society Inc, build and erect said shelter. That it shall be the primary purpose of said commission to supervise the building and construction of said humane shelter and then supervise its maintenance. That the policy of operating said humane shelter shall primarily rest with the Fort Wayne Humane Society, Inc.

SECTION 4. That the commission hereby created shall submit annual reports to the Mayor of the City of Fort Wayne, Indiana, and to the Common Council of the City of Fort Wayne, Indiana, and also to the Board of County Commissioners of the County of Allen, State of Indiana, first as to the cost of construction of said humane shelter, and second as to the cost of maintenance of said humane shelter.

SECTION 5. The commission at all times cooperate with The Fort Wayne Humane Society, Inc, in the supervision and management of said humane shelter.

SECTION 6. Thsi ordiance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinace was read the third time in full and on motion was now passed by the following vote: Ayes Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting held on the 9th day of April 1946, by a majority vote of all members, elect, did pass the ordinance hereunto and known as

GENERAL ORDINANCE NO. 2190.

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 11th day of April 1946.

Willis D Hite
City Clerk.

Approved this 12th day of April 1946.

H.W.Baals
Mayor.

GENERAL ORDINANCE NO. 2191

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, and ZURBUCH, INC., an engineering firm of Fort Wayne, Allen County, Indiana.

WHEREAS, on the 9th day of April, 1946, the CITY OF FORT WAYNE, Allen County, Indiana, a municipal coroporation, acting by and through its Board of Public Works, entered into a contract with ZURBUCH, INC.,an engineering firm of Fort Wayne, Allen County, Indiana, for the preparation and furnishing to the City of architectural drawings, plans and s pecifications for the building fo a consolidated utility warehouse, which contract and agreement is more fully set forth in said contract, to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 9th day of April, 1946, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter referred to as the "City," and ZURBUCH, INC.,an engineering firm of Fort Wayne, Allen County, Indiana, hereinafter referred to as the "Engineer," WITNESSETH:

WHEREAS, the City is desirous of having prepared architectural drawings, plans and specifications for the building of a consolidated utility warehouse, which warehouse shall be used by all the City's utility departments including, but not limited to,the Asphalt Plant, Street Department, Water Construction Department, Light Construction Department, Sewer Maintenance Department and for general warehouse and garage purposes upon property now owned bythe City; and,

WHEREAS, the City has determined to employ Z urbuch, Inc.,as the engineering firm to prepare the architectural drawings and the plans and specifications for said warehouse.

NOW, THEREFORE, in consideration of the premises hereinbefore set out and the mutual covenants hereinafter agreed to, the City and the Engineer mutually agree with each other as follows, to-wit:

1. The Engineer agrees to furnish the City (1) a complete ground survey showing all topography, railroad sidings, sewers, water, gas, etc., and all other physical ground characteristics, (2) preliminary drawings showing layout of all departments and required storage and garage facilities, (3) final plans and specifications showing in complete detail all building construction, railroad sidings, driveways, loading and unloading facilities and all other necessary apparatus and appurtenances including detailed lighting , heating and ventilating plans, and (4) complete architectural drawings of said warehouse.

2. The Engineer agrees to furnish complete supervision of construction, including the employment of a full-time resident engineer, during the life of construction, and which engineer will be subject to the ap roval of the Board of Public Works of the City of Fort Wayne, Indiana.

3. The Engineer agrees to incorporate in the final plans, specifications and architectural drawings any changes or alterations demanded by the City.

4. The Engineer agrees to furnish all necessary assistance requested by the City in the tabulation and selection of successful bidders on the construction involved.

5. The Engineer further agrees to furnish to the City a sufficient number of plans and specifications and architectural drawings to accommodate all bona fide bidders on this project and further agrees to furnish to the City any reasonable number of copies of final plans and specifications and architectural drawings which shall become the property of the City of Fort Wayne, Indiana. It is mutually agreed between both praties that the original plans and specifications and all survey maps and architectural drawings shall become property of the City.

6. The City agrees to loan to the Engineer, without cost, any maps, drawings, reports, etc., in its possession during the period of plan preparation, which afford information toward the successful planning of this project. Said documents shall be returned to the City when the within project is completed.

7. The City agrees to pay the Engineer for the services enumerated above a fee in the amount of five per cent (5%) of actual cost of construction exclusive of ground, legal and engineering costs, and which fee shall be paid as follows:

(a) Three and one-half per cent (3½%) of a reasonable estimate of cost of construction and payable in monthly estimates during the period of preparation of preliminary and final plans and specifications and architectural drawings.

(b) One and one-half per cent (1½%) of actual cost of construction payable in monthly estimates during the period of construction, up to ninety per cent (90%) of the total fee of five per cent (5%) of actual cost of construction due the Engineer.

(c) Ten per cent (10%) of total fee of five per cent (5%) of actual cost of construction due the Engineer and not covered in (a) or (b) above to be paid ninety (90) days after final acceptance of project.

8. Although the within contract has been executed by the Board of Public Works on behalf of the City and by the Engineer the same shall have no force and effect until approved and ratified by the Common Council of the City of Fort Wayne, Indiana, and approved by the Mayor of the City of Fort Wayne, Indiana. If the within contract is not approved and ratified by the Common Council within ninety (90) days of the date of the execution of the within contract, the same shall be null and void.

9. It is understood that the within contract, after the same has been approved by the Common

GENERAL ORDINANCE NO. 2191 Continued.

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Council of the City of Fort Wayne, Indiana, shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY: H. W. BALLS
MAYOR

Attest:

HELEN W. SWEET
Secretary

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

FRED NENZE

JOHN H, JOHNSON

Approved as to form and legality:

WALTER E. HELMKE
City Attorney

ZURBUCH, INC,, Fort Wayne, Indiana

BY: N. S. ZURBUCH
President

ERNST J. H. RAHN
Secretary

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and thorough its Board of Public Works, and ZURBUCH, INC., an engineering firm of Fort Wayne, Allen County, Indiana, for the preparation and furnishing to the City of architectural drawings, plans and specifications for the building of a consolidated utility warehouse, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Edward H. Fisher

The Ordinance was read the third time in full and on motion was [illegible] now passed by the following vote

Ayes 8 viz: Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel, Wolf.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23rd of April, 1946 ,by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2191

Paul C. Wolf
President

Willis D. Hite
City Clerk

Presented to the Mayor for approval on the 25 day of April 1946

Willis D. Hite
City Clerk

Approved this 26 day of April 1946

H. W. Baals
Mayor

GENERAL ORDINANCE NO.2192

AN ORDINANCE regulating the rental prices for the use of stands and stalls on the farmers' and producers' market of the City of Fort Wayne, Indiana, located on Barr Street, Fort Wayne, Indiana, and repealing all ordinances in conflict therewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. It shall be the duty of the Market Master to assign any person who shall desire it for the purpose of selling at retail any stall not tented or occupied and collect therefor the sum of Fifty Cents (50¢) per day for motor vehicles having a capacity of three-fourths (3/4) ton, and the sum of One Dollars ($1.00) per day for motor vehicles having a capacity in excess of three-fourths (3/4)ton, subject to and in accordance with the provisions of Section 2 General Ordinance No.1136 passed by the Common Council on April 24, 1923.

SECTION 2. The rental price for the use of stands and stalls in the covered market on Barr Street for Tuesdays, Thursdays and Saturdays shall be Twenty-five Dollars ($25.00) per annum, and for Wednesdays and Fridays shall be Twenty-five Dollars ($25.00) per annum. Provided, however, no stand in the covered market is to be rented for such days respectively for less than a period of one (1) year unless otherwise provided for in General Ordinance No.1136; and provided, further, it is the intention and purpose of this ordinance that producers and marketeers who have no stand rented annually on Tuesdays, Thurddays, and Saturdays, shall be given preference by the Market Master in the annual renting of stands for Wednesdays and Fridays.

SECTION. 3. Sections 26 and 27 of General Ordinance No.1136 passed by the Common Council on April 24, 1923, are hereby specifically repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine and Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 14th day of May 1946, by a majority vote of all memebers,elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 2192.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Maypr for approval on the 15th day of May 1946.

WILLIS D. HITE
City Clerk

Approved this 16th day of May 1946.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2193

AN ORDINANCE ratifying and approving a certain contract and ggrement made and entered into by and between Norte Bros, Inc, an Indiana Corporation, and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana

WHEREAS, on the 16th day of April, 1946, Norte Bros, Inc, an Indiana corporation, entered into a certain contract and agreeement with the City of Fort Wayne, by and through its Board of Publuc Works, for the sale of one (1) Austin-Western Patrol Sweeper and other parts and equipment attached thereto, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT,made and entered into this 16th day of April, 1946, by and between Norte Bros, Inc, a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the "corporation", and the City of Fort Wayne, a municipal xxxxxxr-corporation of Allen County, in the State of Indiana, by and through its Board of Public Works, hereinafter referred to as the "City", WITNESSETH:

The corporation covenants and agrees to furnish and deliver to the City the following described equipment, to-wit: One (1) Austin-Western Patrol Sweeper, net weight (no fuel) water or operator) 6,850 lbs., with extra rear and gutter brooms, wheil base 7'-2½", length overall, 14'-7". Width overall-with gutter broom in vertical position 6'-7 5/8", overall height 6'-2", sweeping width 5'-6", turning radius 12'-9", capacity of hopper - 1 cubic yard. Gutter broom is one-piece disc with steel wire broom material, 32"dia. Gutter broom is flexible mounted and cannot be injured by striking curb. Bevel gear driven, fully enclosed. Pick-up broom is reversible, controlled by hydraulic lift, has spring tension adjustment and pressure control and is chain driven.
Powered with Minneapolis-Moline Model RE 4-cyl. Motor, 3-5/8" bore, 4½" stroke, 31 H.P. @ 1360 R.P.M. (full load), fuel tank capacity 17 gallon, oiling system-pressure and spray lubrication.
Single 12" disc type clutch. 3 speeds forward, 1 reverse.
Traveling speed as follows: Low 3.64 MPH. Second 5.55 MPH. High 11.45 MPH. Reverse 3.1 MPH.
Equiped with 140 gallon water tank, twin spray pipes with brass nozzles, dual valve control located within easy reach of operator. Pump is gear driven and may be disengaged when traveling and has a capacity of 20 gallon per minute. Hopper capacity 1 cu.yd. of welded construction rust resistant, copper-bearing steel. Dumps at rear as rear broom raises. Broom is raised by hydraulic control, Rear tires, extra heavy duty, 7:00 x 20, 10 ply, Front tires, 2-600x16, 8 ply Has internal expanding,Hydraulic, foot operated brakes, internal expanding, hand operated emergency brake.

Equipped with starter, generator, 21-plate battery, 2 head lights, 1 tail light, 1 stop light conb_nation, 1 gutter broom flood light, 1 rear broom flood light, dash light, speedometer, etc., in accordance with the bid and specifications submitted to the City, which bid and specifications by reference are made a part of this contract.
The City agrees to pay said corporation for said sweeper and equipment the sum of Four Thousand Four Hundred Eighty-seven and no/100 (44487.00 Dollars, f.o.b. Fort Wayne, Indiana.
The corporation agrees to,test the above equipment before shipment and delivery and see to it that all parts are in harmonious working order and in proper condition to perform their respective duties.
The corporation agrees to furnish a service man to fully instruct as to operation and the care and maintenance of the machine, at no extra cost.
The contract price agreed to be paid by the City shall be subject to approval by the Office of Price Administration, but in no event shall it be greater than the price as above set out, nor greater than the OPA ceiling price in forve and effect at the date of delivery.
The contract, although executed on behalf of the City by its Board of Public Works, shallnot be binding or obligatory upon the City unless it first shall have been approved by the Common Council of said City and should the Common Council of said City fail to approve the same within sixty (60) days after date hereof, this contract shall become and be wholly void.
To each of the conditions and stipulations of this contract the undersigned, each for itselves, binds itselves, its successors, and assigns.
IN WITNESS WHEREOF, we, the foregoing named parties, habe hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
By ROBERT G. BEAMS
Chairman
FRED W. MENZE
JOHN H.JOHNSON

Attest:
Helen W.Sweet
Secretary

KORTE BROS, INC.
By M.C.KORTE
President

Secretary

Approved as to form and legality:

WALTER E.HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between Korte Bros., Inc., a an Indiana corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of one Austin-Western Patro. Sweeper and equi ment, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all thingsratified and approved.

Sec 2. That this Ordinance shall be in full force ad effect from and after its passage and approval by the Mayor.

Wm H. Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine ---Nays - None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held onnthe 14th day of May 1946, by a majority vote of all memebers elect, did pass the ordinancehereunto attahced and k nown as
GENERAL ORDINANCE NO. 2193.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15th day of May 1946.

Willis D Hite
City Clerk

Approved this 16th day of May 1946

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2194

AN ORDINANCE amending Section 1 of General Ordinance No. 1136.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 1 of General Ordinance No. 1136 be amended to read as follows:

"All articles intended and held for sale on said farmers' and producers' retail market may be offered for sale on Tuesday, Thursday and Saturday of each week between the hours of 5 o'clock A.M. and 12 o'clock P.M. amd Wednesday and Friday of each week between the hours of 3:30 o'clock P.M. and 9 o'clock P.M. and at and on no other days nor at any other hours, and it shall be unlawful for any person, firm or corporation to sell or offer for sale on said market any article of any kind or character except on said days and during said hours respectively. For the purpose of preparing for the opening of market, the annual or daily renter of any stall or stand may place a vehicle from which said sales are conducted in place at the stall or stand so rented by him within the half hour preceding the hour prescribed herein for the opening of market and foe the purpose of cleaning his stall or stand and removing unsold commodities he shall be permitted to allow his said vehicle to remain inplace at such stand or stall during the half hour immediately following the hour designated herein for the closing of the market. It shall be unlawfuly except as herein provided, for any annual, or daily renter of any stall or stand to have any vehicle, from which he sells, intends to sell, or has sold any commoditaes on such market, on said market place in any manner contrary to the ordinance of the city regulating the parking of vehicles generally."

SECTION 2. That this ordinance shall be in full force and effect from and after its passage. approval by the Mayor and legal publication thereof.

Harold A Hart

We Hereby Certify, That the Common Council of thenCitymof Fort Wayne, Indiana at a regular meeting held on the 14th day of May 1946. by a majority of all memebers ele ct, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 2194

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval onnthe 15th day of May 1946.

Willis D Hite
City Clerk

Approved this 16th day of May 1946

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2195

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on April 18, 1938, the City Controller purchaeed at tax sale the following described real estate to-wit:

Lot Number Nine (9) Block Number Two (2) Grand Boulevard Addition to the City of Fort Wayne, Allen County, Indiana, for delinquent sewer assessment on said parcel of land in the amount of Ten Dollars and Fifty-seven Cents ($10.75); and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and,

WHEREAS, it is the desire of Hoosier Mortgage Service, Incorporated, Marion County, Indiana, to purchase said lot and pay the City of Fort Wayne the sum of Twenty-five Dollars ($25.00) in order to clear the title; and,

WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said real estate.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to Hoosier Mortgage Service, Incorporated, Marion County, Indiana, for the following described real estate, to-wit:

Lot Number Nine (9), Block Number Two (2) Grand Boulevard Addition to the City of Fort Wayne, Allen County, Indiana.

upon the receipt of the sum of Twenty-five Dollars ($25.00).

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of May 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 2195.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15th day of May 1946.

Willis D Hite
City Clerk

Approved this 16th day of May 1946.

H.W.BAALS Mayor

7PBJX

GENERAL ORDINANCE NO. 2196

AN ORDINANCE , ratifying and approving a contract and agreement made and entered into by and between the City of Fort Wayne, a municipal corporation of Allen County, Indiana, by and through its Board of Public Safety, and MAXWELL HALSEY 2254 Hamilton Road, Okemos Michigan.

WHEREAS, on the 23rd day of April, 1946, the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana by and through its Board of Public Safety, entered into a certain contract and agreement with MAXWELL HALSEY, 2254 Hamilton Road, Okemos, Michigan, for the employment of a traffic consultant to study traffic conditions in the City of Fort Wayne and make a report thereon, which contract is in the following words and figures to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 23rd day of April, 1946, by and between the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana by and through its Board ofPublic Safety, hereinafter referred to as the "CITY," and MAXWELL HALSEY,2254 Hamilton Road, Okemos, Michigan, hereinafter referred to as the "TRAFFIC CONSULTANT," WITNESSES:

WHEREAS, the City has determined to employ a Traffic Consultant to study traffic conditions in the City of Fort Wayne; and,

WHEREAS, the Traffic Consiltant has agreed to make a survey and study of the traffic conditions in the City of Fort Wayne and make recommendations to relieve the traffic conditions in the City of Fort Wayne.

NOW THEREFORE, in consideration of the premiees herein before set out and the mutual covenants hereinafter agreed to, the City and the Traffic Consultant mutually agree with each other as follows, to-wit:

1. The Traffic Consultant agrees to perform the following services, to-wit:

a. To lay out a traffic survey and to obtain all essential facts which are pertinent to the traffic conditions within the corporate limits of the City of Fort Wayne.

b. To thoroughly analyze and study all facts and data obtained in the traffic survey.

c. To write a report on said traffic survey with recommendations contained therein.

d. To personally present the report and recommendations to the members of the Common Council of the City of Fort Wayne and such other groups of citizens who may be interested in relieving the traffic conditions in the City of Fort Wayne.

2. The City agrees to assume the following responsibilities to-wit:

a. The City agrees to make available the personnel and records of the Traffic Engineering Department of the City of Fort Wayne to the Traffic Consultant.

b. The City agrees to authorize the Traffic Department of the City of Fort Wayne to employ the necessary personnel to collect all necessary data pertaining to said traffic survey, and the collection of said data shall be under the direction of the Traffic Eng - ineering Department of the City of Fort Wayne.

c. The City agrees to furnish all matérials necessary to conduct said traffic survey, such as field forms pertaining to the collection of the data, blueprints, photostate, maps and other materials.

d. The City agrees to perform all the tabulations and preparation of the charts, graphs and drawings which will be necessary for the traffic survey and report.

3. It is understood and agreed between the City and the Traffic Consultant that the Traffic Consultant is to report directly to Mr James T.White, the Traffic Engineer of the City of Fort Wayne.

4. It is further understood and agreed that the Traffic Consultant shall come to Fort Wayne on the days of his own selection with preference being given to Friday,Saturdays, Sundays and Mondays.

5. The City agrees to compensate the Traffic Consultant for the services herein performed at the rate of Fifty Dollars ($50.00) per diem for each day devoted to said traffic survey either in the City of Fort Wayne or at the Traffic Consultant's place of business in the State of Michiggn. It is estimated that the Traffic Consultant will devote approximately twenty (20) days of his time in performing the services herein set out.

6. The City agrees to compensate the Traffic Consultant for all expenses uncurred while performing said traffic survey, including such itemsas transportation, communication, meals,hotel, secretarial and office expenses including the cost of mimeographing copies of the peport. It is estimated that the transportation expenses will amount to approximately Two Hundred Dollars ($200.00); living expenses, Two Hundred Dollars ($200.00); and preparation of the report, One Hundred Dollars ($100.00).

7. It is understood and agreed between the City and the Traffic Consultant that the total cost of services to be rendered by the Traffic Consultant in the performance of the within contract will be approximately Two Thousand Dollars ($2,000.00).

8. The City agrees to reimburse the Traffic Consultant for his expenses on his trip to Fort Wayne on April 15, 16 and 17, 1946, at which time the Traffic Consultant conferred with City officials relative to the proposed survey.

GENERAL ORDINANCE NO.2196 CONT NUED

9. It is understood and agreed between the City and the Traffic Consultant that the Traffic Consultant shall submit a statement for services rendered and expenses incurred on the first of eachmonth after the within contract becomes effective, and the City agrees to pay said claim for services and expenses during the ensuing month.

10. Although the within agreement has been executed by the Board of Public Safety on behalf of the City and by the Traffic Consultant the same shall have no force and effect until approved and ratified by the Common Council of the City of Fort Wayne, Indiana, and approved by the Mayor of the City of Fort Wayne, Indiana. If the within agreement is not approved and ratified by the Common Council within ninety (90) days of the date of the execution of the within agreement, the same shall be null and void.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By: H.W.BAALS
Mayor
BOARD OF PUBLIC SAFETY
E.C.GALLMEIER
A.H.KELLER
(CITY)

Attest:
N.C.KETTERING
Secretary
Approved as to form and legality:
WALTER E HELMKE
City Attorney

MAXWELL HALSEY
MAXWELL HALSEY (Traffic Consultant)

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Safety, and MAXWELL HALSEY, 2254 Hamilton Road, Okemos Michigan, for the employment of a traffic consultant to study traffic conditions in the City of Fort Wayne and make a report thereon, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes -----Nine ---Nays ---- None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of May 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2196.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 15th day of May 1946.

Willis D Hite
City Clerk

Approved this 16th day of May 1946.

H.W.BAALS
Mayor

7PBJX

GENERAL ORDINANCE NO. 2197

AN ORDINANCE changing, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13thth day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications of Section Five (5) of the map which is a part of General Ordinance No. 1436, as above described, be changed from those of a "B" District to those of an "A" District on the area described as follows, to-wit:

Certain lots in Lafayette Place Addition on the East side of Calhoun Street from the South Line of Marquette Drive to the North Line of Pettit Avenue, the lots so described being as follows, to-wit: Lots Numbered 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64 and 63; also Lots Numbered 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, and 2109; also Lots Numbered 221, 222, 22, 224, 225, 226, 227 and 228; also Lots Numbered 339, 338, 337, 336, 335 and 334; also Lots Numbered 347, 348, 349, 350, 351, 352, 353, 354, 355, 356 and 357.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance Ni. 1436 shall be a part of this ordinance and this ordinancex shall be a part of said Ordinance No. 1436.

SECTION 3. That this ordinance shall be in full force and effect from and xf after its passage and approval by the Mayor and legal publication thereof.

Harold A.Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote : Ayes .....Nine .....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 28th day of May 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2197

GENERAL ORDINANCE NO. 2197

Paul C. Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 31 day of May 1946

Willis D Hite
City Clerk

Approved this 3 day of June 1946

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2198

AN ORDINANCEchanging, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other oppn spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establisn building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violations of its provisions; authorizin the creation of a board of zoning appeals and providind for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November 1928"

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 6 of the map which is a part of the General Ordinance No. 1436 as above dexcribed, be changed from those of a "B" and "C" District to those of an "E" District on the area described as follows, to-wit:

Lots 3 and 4 of "Woodland Heights, an Addition to the City of Fort Wayne" be changed from a "C" district to an "E" district.

Lots 7, 8, 11, 12, 15 and 16 of "Woodland Heights, an Addition to the City of Fort Wayne" be changed from a "B" district to an "E" district.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No 1436 shall be a part of said Ordinance No. 1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine ....Nays ....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 28th day of May 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as General Ordinance No.2198

Paul C.Wolf
President

Willis D.Hite
City Clerk

Presented to the Mayor for approval on the 31 day of May 1946,

Willis D. Ite

Approved this 3 day of June 1946

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2199

AN ORDINANCE authorizing tne Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on April 18, 1938, the City Controller purchased at tax sale the following descirbed real estate, to-wit:

Lot Number Eight (8) Percots Addition to the City of Fort Wayne, Allen County Indiana,

for delinquent sidewalk assessment on said parcel of land in the amount of Sixty Dollars ($60.00); and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Lw Bonds from being barred by the statute of limitations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and,

WHEREAS, it is the desire of Steven E.Lucas and Rutg E. Lucas of Allen County, Indiana, to purchase said lot and pay the City of Fort Wayne the sum of One Hundred Ten Dollars ($110.00) in order to clear the title; and,

WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said real estate.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana and the Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to,execute a quitclaim deed to Steven E Lucas and Ruth E.Lucas of Allen County, Indiana, for the following described real estate, to-wit:

Lot Number Eight (8) Percots Addition to the City of Fort Wayne, Allen County, Indiana. upon the receipt of the sum of One Hundred Ten Dollars ($110.00).

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ,....Nine....Nay...None.

We Hereby Certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of May 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2199.

Paul C Wolf
President

Willis D.Hite
City Clerk

Presented to the Mayor for approval on the 31 day of May 1946.

Willis D Hite
City Clerk.

Approved this 3 day of June 1946.

H.W.BAALS
MAYOR

7DBJX

GENERAL ORDINANCE NO. 2200

AN ORDINANCE ratifying and approving a certain agreement made and entered into by and between the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, and THE TERMINAL SERVICE COMPANY of Cincinnati Ohio.

WHEREAS on the 9th day of April 1946, the CITY OF FORT WAYNE a municipal corporation of Allen County, Indiana, acting by and through its Board of Public Works, entered into an agreement with ~~XXX~~ THE TERMINAL SERVICE COMPANY of Cinninnati, Ohio, for the cancellation of a certain contract dated September 22, 1941, for the collection and disposal of garbage and other materials within the City of Fort Wayne, which contract and agreement is more fully set forth in said agreement, to-wit:

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 9th day of April, 1946, by and between the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, hereinafter referred to as the "City" and THE TERMINAL SERVICE of Cincinnati Ohio, hereinafter referred to as the "Contractor,"WITNESSETH:

WHEREAS, the City and the Contractor entered into a contract on the 22nd day of September, 1941, in which the Contractor agreed to remove and dispose of by incineration all garbage within the limits of said City and collect receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes and broken crockery within the limits of said City for a period of ten (10) years from the 1st day of January 1942; and,

WHEREAS, since said contract was executed the cost of labor and materials has increased substantially and to such an extent that the Contractor contends that it is unable to efficiently and satisfactorily comply with the terms of said contract and therefore requests the cancellation of said contract; and,

WHEREAS,under the terms of said contract the Contractor had agrees to build an addition to the incineration plant costing approximately Fifty Thousand Dollars ($50,000.00), which amount was included in the contract price of said contract; and,

WHEREAS, it was impossible during the war for the Contractor to build said addition to said incineration plant; and,

WHEREAS, the Contractot is willing to refund to said City such amount which was set aside by said Contractor on a yearly proportionate basis for the building of said incineration plant after taking into,consideration certain expenditures made by said Contractor for said additions to said plant; and,

WHEREAS, the City is mutually willing to cancel said contract.

NOW, THEREFORE, in consideration of the premises hereinabove set out and the mutual covenants hereinafter agreed to the City and the Contractor mutually agree with each other as foblows to-wit:

1. The City and the Contractor mutually agree to can cel a certain contract made and entered into by and between the City and the Contractor on the 22nd day of September, 194k, in which contract the Contractor agreed to collect all garbage within the limits of said City and collect, receive and dispose of all cans, old bottles, broken glass, glassware, broken dishes and broken crockery within the limits of said City and which contract was for a term of ten (10) years from the 1st day of January 1942,

2. It is mutually understood and agreed between the City and the Contractor that said aforementioned contract shall be cancelled on the 1st day of June, 1946, provided, however only onnthe condition tnat the City has entered into a new contract for the collection and disposal of garbage and other materials.

3. It is specifi cally understood and agreed between the City and the Contractor that the aforementioned contract existing between the City and the Cont actor shall not be cancelled and terminated until the City has entered into a new contract for the collection and disposal of garbage and other materials with some person, firm, co-partnership or corporat.on. Upon the cancellation of the aforementioned contract ~~xx~~ the Contractor agrees to pay to the City the sum of Eighteen Thousand Two Hundred Ninety-six Dollars and Ninety-six Cents ($18,296.96) computed on the following basis, to-wit:

Due the City for amortization charge under contract, January 1, 1942, to January 1, 1946	$20,000.00	
Additional amortization charge from January 1, 1946 to June 1, 1946, computed on the basis of $5000.00 per year	2,083.30	
~~Total~~		
Total	$22,083.30	
Less Expenditures to-wit:		
Concrete ash pits and ramp built by Contractor	$1.960.00	
Concrete block truck repair shop built by contractor	1,471.82	
Office building built by Contractor	354.52	3,786.34
BLAANCE DUE CITY		$18,296.96

In the event said aforementioned contract is not cancelled on the 1st day of June 1946, but is cancelled on a subsequent date, the Contractor agrees to refund to the City at the rate of Four Hundred Sixteen Dollars and Sixty-seven Cents ($416.67) per month from and after June 1, 1946.

4. It is specifically understood and agreed that in the event the aforementioned contract is cancelled and terminated by the City and the Contractor that the City and the Contractor mutually absolve each other from any and all conditions, provisions terms and responsibilities as set out in said contract.

5. Although the within agreement has been executed by the Board of Public Works on behalf of the City and by the Contractor the same shall have no force and effect until approved

GENERAL ORDINANCE NO. 2200 CONTINUED

and ratified by the Common Council of the City of Fort Wayne, Indiana and approved by the Mayor of the City of Fort Wayne, Indiana. If the within agreement is not approved and ratified by the Common Council within ninety (90) days of the date of the execution of the within agreement, the same shall be null ad void.

IN WITNESSTH WHEREOF the parties hereto have hereunto set their hands and seals the day and year forst above written.

CITY OF FORT WAYNE

BY: H.W.BAALS
Mayor

Attest:
HELEN W SWEET
Secretary

BOARD OF PUBLIC WORKS
ROBERT G. BEAMS
FRED W MENZE
JOHN H JOHNSON

Approved as to form and legality:
WALTER E HELMKE
City Attorney

THE TERMINAL SERVICE COMPANY
BY: STEPHEN M DENISON
President.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1.That the foregoing agreement made and entered into by and between the CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana acting by and through its Board of Public Works, abd THE TERMINAL SERVICE COMPANY, of Cincinnati, Ohio, for the cancellation of a certain contract dated September 22, 1941, for the collection and disposal of garbage and other materials within the City of Fort Wayne, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

WM H KNOCHE

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes .....Nine .....Nays ....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of June 1946, by a majority vote of all memebers elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 2200
Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of June 1946

Willis D Hite
City Clerk

Aprroved ~~this~~ this 13th day of June 1946.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO. 2201

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the GENERAL ELECTRIC COMPANY, a New York Corporation and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works.

WHEREASon the 28th day of May 1946, the GENERAL ELECTRIC COMPANY A New York Corporation, entered into a contract with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale of one (1) 500 KVA Three Phase Step Voltage Regulator more specifically hereinafter described, which contract and agreement are more fully set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT,Made and entered into this 28th day of May, 1946, by and between the GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York hereinafter referred to as the Party of the First Part, and the CITY OF Fort Wayne, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, hereinafter referred to asxthe Party of the Second Part, WITNESSETH:

1. The Party of the First Part covenants and agrees to furnish and pay for all labor, material, apparatus and tools required for the building and furnishing and delivery of one (1) 500 KVA Three Phase Step Voltage Regulator Delivered f.o.b. Fort Wayne, Indiana, for and in consideration of payment by the City of Fort Wayne as follows: EIGHT THOUSAND AND EIGHY*THREE DOLLARS ($8,083.00) with freight allowed to Fort Wayne.

2. The Party of the First Part and the Party of the Second Part mutually agree with each other that the aforementioned contract price is subject to the following to-wit:

With the view of arriving at an equitable adjustment of the price herein stated in case the costs of labor and material should vary either upward or downward to an appreciable extent because of the very abnormal conditions prevailing today, the contract price shall be subject to adjustment for changes in labor and/or material costs, such adjustments to be determined in accordance with the following method, provided, however, that the price shall not be increased by virtue of this adjustment to an amount in excess of the applicable maximum

price established at the date of delivery by the Office of Price Administration, pursuant to the Emergency Price Control Act of 1942.

(1) LABOR:

(a) For the purpose of this adjustment the proportion of the contract price representing labor is accepted as 40% or $3,233.20

(b) The above amount accepted as pepresenting labor will be adjusted for changes in labor costs, such adjustment to be based on the index of average hourly earnings of the "Electrical Equipment" manufacturing industry, compiled monthly by the U.S. Department of Labor,Bureau of Labor Statistics.An average of themonthly labor index figures for the period from the date of acceptance of the Company's quotat on to the date of completion of shipment under the contract will be computed. The percentage increase will be obtained by comparison with the labor index for March 1946 during which month the Company's proposal was accepted. The percentage decrease will be obtained by comparison with the labor index figure for October 1941 when prices were filed and became effective as the applicable maximum price allowable by the Office of Price Administration, and no price decrease will apply until the average of the monthly index figures is below the October 1941 index.

(2) MATERIAL

(a) For the purpose of this adjustment the proportion of the contract price representing material is accepted as 30% or $2,424.90 .

(b) The above amount accepted as pepresenting material will be adjusted for changed in material costs, such adjustment to be based on the index of wholesale prices for "Group VI Metals and Metal Products," compiled by the U.S. Department of Labor.

An average of the monthly material index figures for the period from the date of acceptance of the Company's quotation to the date of completion of shipment under the contract will be computed. The percentage increase will be obtained by comparison with the material index for March .1946.during which month the Company's proposal was accepted. The percentage decrease will be obtainhed by comparison with the material index figure for October 1941 when prices were filed and became effective as the applicable maximum price allowable by the Office of Price Administration, and no price decrease will apply until the average of the monthly index figutes is below the October 1941 index.

(3) GENERAL:

(a) The adjustment to which the contract price is subject will be determined as provided for above, except--

1. If shipment under this contract is extended due to Priorities or as a result of causes beyond the reasonable control of the Company or because of fire, strike, civil or military authority, etc., the adjustment in contract price for changes in labor and material costs may at the option of the Company be based on the period from date of acceptance of Company's quotation, to the date when complete shipment is made.

2. If the bill of material or service is modified, resulting in a change in contract price of contract date of shipment, the adjustment will be modified accordingly .

(b) In determining the adjustment in contract price, the percentage of increase or decrease in labor and material costs will be calculated to the nearest 1/10th of 1%.

(c) If any reason the statistics compiled by the U.S.Department of Labor, and referred to above, are not available for use in connection with adjustment in the contract price, adjustment will then be made by means of similar indics.
In such event, the selection of substitute indics will be made.by mutual agreement of the parties to this contract.

(d) Payment for increase or credit for decrease in the contract price, resulting from the above will be deferred until the time of final payment under the terms of the contract.

3. The Party of the Second Part agrees to make partial payment of sixty per cent (60%) of the contract price upon delivery of the equipment. The remaining forty per cent (40%) shall be paid upon acceptance of the equipment, provided, however, acceptance shall not be later than ninety (90) days after the delivery of the equipment.
It is further agreed that no payment shall be considered as an acceptance of the material or work prior to final acceptance by the Board of Public of the Party of the Second Part, or shall release the Party of the First Part from liability for faulty work appearing after final payment has been made.

4. The Party of the First Part guarantees that the equipment shall be in accordance with, and based upon the latest rules of the American Institute of Electric Engineers.

5. The Party of the First Part estimates that shipment said equipment can be made within one hundred eighty-two (182) calendar days after approval of the within contract by the Common Council of the City of Fort Wayne or after resumption of normal work in the factory of the Party of the First Part, whichever date is later.

6. This contract, although executed on behalf of the City by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

7. To each of the conditions and stipulations of this contract, the undersigned each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY: H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2201 Continued

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS
FRED W.MENZE
JOHN H JOHNSON

ATTEST:
HELEN W. SWEET
Secretary

Approved as to form and legality:

WALTER E.HELMKE
City Attorney

GENERAL ELECTRIC COMPANY

BY: R.D.MURE
Assistant Manager
Cen tral Station Division

ATTEST:

A.K.WILLEY
Assistant Secretary

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the foregoing contract made and entered into by and between the GENERAL ELECTRIC COMPANY and the CITY OF FORT WAYNE, for the sale of,one (1) KVA Three Phase Step Voltage Regulator more specifically referred to hereinbefore, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm H.Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ------Nine ----Nays ....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of June 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2201

Paul C Wolf
President

Willis D. Hite
City Clerk

Presented to the Mayor for approval on the 13th day of June 1946/

Willis D Hite
City Clerk

Approved this 13th day of June 1946.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO. 2203

AN ORDINANCE adopting a Municipal Code of the City of Fort Wayne,Indiana.

WHEREAS, there has been no general revision and recodification of the ordinances of the City of Fort Wayne since 1931; and,

WHEREAS, the Common Council, on September 4, 1945, authorised a general revision and recodificatmon of the ordinances of the City of Fort Wayne of a general and permanent nature, to be published by authority of the Common Council; and,

WHEREAS, such general revision and recodification of such ordinances has been completed.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

PARTI. GENERAL CODE.

Chapter 1.

In General.

Sec 1. How Code designated and cited.

The ordinances embraced in the following chapters and sections shall constitute and be designated "Municipal Code of the City of Fort Wayne, Indiana, 1946", and may be so cited.

Sec 2. Effective date of Code; repeal of general ordinances in conflict; saving clause.

All the provisions of this Code shall be of full force and effect two weeks from the date of publication and the filing thereof in the office of the City Clerk, and all ordinances of a general and permanent nature in force at that time are herby repaealed from and after said date.

Such repeal shall not affect any ordinances or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before said effective date; nor any ordinance or resolution promising or guaranteeing the payment of money by the city or authorizing the issue of bonds of said city, or other evidence of the city's indebtedness, or any contraft or obligation assumed by said city;

nor shall said repeal effect the administrative ordinances or resolutions of the common council not in conflicit or inconsistent with the provisions of this Code; nor the dalaries of the offifers and employers of the city, fixed by said prdinances or resolutions; nor shall it affect any ordinance concerning annexation or disannexation ot territories to or from the City, or ordinances changing or concerning names of streets, or ordinances commonly known as zoning map amendments, or ordinances concerning civilian defense;nor shall it affect any right or franchise conferred by any ordinancex or resolution of the common council to any person or corporation; nor shall it affect any prosecution, suit or preceding pending on said date, except that the proceedings thereafter shall conform as far as possible to the provisions of this Code.

And without limiting the generality of the foregoing the repeal provided for in this section shall specifically not affect the following ordinances, namely: Ords. 2144, passed March 13, 1945, 2125, passed May 23, 1944, 2119, passed February 8, 1944 (in regard to civilian defense, aid to soldiers and veterans, and veterans aid commission); Ord. 2103, passed March 23, 1943(victory gardens); Ord. 2066, passed January 13, 1942 (civilian defense fire and police departments); Ord. 2070, passed February 24, 1942 (civilian defense signal department); Ord. 1466 passed April 9, 1929 (municipal airport); Ord 718, passed September 28, 1915 (street railways); Ord. 527, passed January 23, 1912, 1912 (park districts); Ords. 320, passed May 14, 1907, 311, passed January 22, 1907 (street railways); and amendmentsto any of the ordinances enumerated in this paragraph, where such amendments do not appear in this volume.

(Here insert Section 3 et seq Chapterl,

and

Chapters 2 to 36 inclusive of the copy which was prepared by the Michie City Publications Company and which is now on file in the office of the City Attorney,)

PART II. TECHNICAL CODES.

(Here insert Chapters 37 to 41 inclusive of the copy which was prepared by the Michie City Publications Company and which is now on file in the office of the City Attorney.)

Edw.H.Fisher

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes.....Nine .....Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of June 1946, by a majority vote of all members, elect, did pass the ordinance hereunto attached , and known as GENERAL ORDINANCE NO. 2203.

Paul C Wolf

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of June 1946.

Willis D.Hite
City Clerk

Approved this 13th day of June 1946.

H.W.BAALSX
Mayor

GENERAL ORDINANCE NO. 2202

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the International Harvester Co, a corporation organized and existing under the laws of the State of New Jersey, and the City of Fort Wayne, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS,on the 16th day of April, 1946, the International Harvester Co., a New Jersey corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of one truck and equipment attached thereto, and more specifically set out in said contract, to-wit:

CONTRACT

C O N T R A C T

THIS AGREEMENT,made and entered into this 16th day of April, 1946, by and between the INTERNATIONAL HARVESTER CO., a corporation organized and existing under the laws of the State of New Jersey, hereinafter referred to as the "corporation", and the CITY OF FORT WAYNE, a municipal corporation of Allen County, in the State of Indiana, by and through its Board of Public Works, hereinafter referred to as the "City", WITNESSETH:

The corporation covenants and agrees to furnish and deliver to the City the following described personal property, to-wit:

One International Model KR-11 197" wheelbase chassis 27,000 pounds gross rating equip with enclosed cab heavy duty rear acle - 450cu. in. engine heavy duty transmission - pil filter, 2 W.S. wipers - 11:00 X 20 front and dual rear tires, in accordance with the bid and specifications submitted to the City, which bid and specifications are made a part of this contract.

The City agrees to pay said corporation for said truck and equipment the sum of Four Thousand Five Hundred Ninety-nine and 60/100 ($4599.60) Dollars, f.o.b. Fort Wayne , Indiana.

The contract price agreed to be paid by the City does not include Federal excise tax on chassis or attachments, and the specific price stated in the contract is subject to adjustment to conform with the price prevailing at the time of delivery.

This contract, although executed on behalf of the City by its Board of Public Works, shall not be binding or obligatory upon the City unless it first shall have been approved by the Common Council of said City and should the Common Council of said City fail to approve the same within sixty (60) days after hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract the undersigned each for itselves, binds itselves, its successors, and assigns.

IN WITNESSTH WHEREOF, we, the foregoing named parties, have hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

BY: ROBERT G.BEAMS
CHAIRMAN

FRED W. MENZE
JOHN H JOHNSON

ATTEST:
Helen W Sweet
Secretary

INTERNATIONAL HARVESTER CO
BY George R Gear

Approved as to form and legality: Walter E Helmke
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the International Harvester Co, a New Jersey corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of one truck and equipment, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine ...Nays ....None.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of June 1946, by a majority vote of all mebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDIANCE NO. 2202.

Paul C Wolf
President

Willis D.Hite
City Clerk.

Presented to the Mayor for approval on the 13th day of June 1946

Willis D Hite
City Clerk

Approved this 13th day of June 1946. H.W.BAALS
Mayor

2PBJX

GENERAL ORDINANCE NO. 2204

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between THE TERMINAL SERVICE CO, of Cincinnati Ohio, and the CITY OF FORT WAYNE Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 21st day of May 1946,THE TERMINAL SERVICECO of Cincinnati Ohio, entered into a contract with the City of Fort Wayne, by and through its Board of Public Works for the collection and disposal of garbage and other refuse material and the operation and maintenance of municipal incineration plants for the City of Fort Wayne, more specifically hereinafter described, which contract and agreement are more fully set forth in said contract to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 21st day of May 1946, by and between The Terminal Service Co. of Cincinnato Ohio. Party of the First Part, hereinafter called the "Contractor," and the CITY OF FORT WAYNE in Allen County, Indiana, Party of the Second Part, hereinafter called the "City" by and through its Board of Public Works, WITNESSETH:

That the Contractor in consideration of the payments to be made it by the City, as hereinafter set forth, hereby covenants and agrees to collect, receive, accept from and in a satisfactory and efficient manner, remove and dispose of, by incineration, unless otherwise specifically directed by the City as to method of disposal as hereinafter provided, all garbage that may be produced or accur, or be within the limits of said City, and collect, receive and dispose of all cans old bottles, broken glass and glassware, broken dishes, and broken crockery, occurring or being in said City for and during the term from the date of the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana, to the 31st day of December, 1951; the said collection, removal, incineration and disposition to be done and performed in accordance with the following terms, conditions and specifications, to-wit:

1. The word"Garbage"as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that attends the preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, fruit or vegetables and all foods stuffs condemned by the proper authorities as unfit for use, and shall include garbage wrapped in paper or itsequivalent, but shall not include butcher offals; provided, however, that the City does not in any way guarantee the contents of the wrapped packages placed in cans for collection as garbage, and shall not in any way be held liable, and said Contractor shall not in any way be released from any of its obligations of this contract, in case any of said packages shall include anything other than garbage.

2. The Contractor shall divide the City into districts and locate and arrange collection routes for all of said City to theapproval of the Board of Public Works of said City.

3. Garbage shall be collected at least once each day,exclusive of Sundays and legal holidays, from all hotels, hospitals fish stores, restaurants, eating houses and other places of business including grocery stores, wholesale stores and establishments, where and when such daily collection is necessary in the opinion of the Board of Health of said City to maintain proper and sanitary conditions; provided, however, that from all hotels and restaurants producing one hundred (100) pounds or more garbage a day, daily collections shall be made, and on the days preceding Sundays and holdiays two collections of garbage shall be made from all such holtes and restaurants, the last one on each day to be made not earlier than two o'clock P.M.. The Contractor shall collect such garbage from a place on the premises of such hotels and restaurants to be selected by the proprietors thereof from closed, water-tight, metal cans furnished with tightly fitting covers of a size to be determined by such hotel and restaurant proprietors but not to exceed in size thirty-two (32) gallons capacity each, the said cans as to design and character to be approved by the Board of Public Works of said City, and to be furnished by such hotel and restaurant proprietors.

4. From all other parts and places of the City other than as specified in Paragraph 3 above garbage shall be collected at least twice in each week during the months of May, June, July, Augst, September, and October, and collected at least once an each week during the months of November, December, January February, March and April; provided, however, that emergency collections of garbage shall be made at any time from any place or places within twelve (12) hours after the Board of Public Works of said City shall have given the Contractor notice to that effect, of which need for emergency collection or collections, the Board of Public Works of said City shall be the sole judge.

5. All collection of garbage and tin cans shall be made in steel, water-tight and non-leakable tanks, or approved enclosed Elgin or Garwood bodies or equal, with openings only in the top thereof, fitted with tarpaulin covers which shall be kept tightly closed while passing through the streets of said City; the said receptacles as to design and character to be approved by said Board of Public Works of said City and to be kept ~~xxx~~ at all times in sanitary condition and neat and well painted.

6. The Contractor shall provide to the approval of said Board of Public Works of said City apparatus and appliances for the thorough cleasing and purifications of said tanks for said collections and shall keep said tanks in a clean and sanitary condition.

7. The City is the legal owner of an incinerator and garbage disposal plant. The Contractor shall have the exclusive right to use said incinerator plant and appurtenant buildings, including garage and repair shop, during the tenure of the within contract. Dump site for disposal of incinerator ashes and residue and tin ccans and glasses shall be furnished by the Contractor. The Contractor shall maintain and operate said incinerator plant in a careful and prudent manner. The operator of said incinerator shall be modern, sanitary and odorless and a minimum temperature of 1400° Fahrenheit shall be maintained in the combustion chamber during incinerat on. The City has contracted to remodel, repair and enlarge the present incinerator at the City's own expense. Upon the enlargement, remodeling and repairing of said incinerator said plant shall have a daily capacity of not less then two hundred seventy (270) tons. Said plant is to be maintained at all times in first class condition by the Contractor and operated so that the same will not be offensive to tne neighborhood or community in which the same is located. All grounds whereupon said incinerator is located are to be maintained ina sanitary and neat appearing condition and are to be beautified with

lawns and shrubs at the expense of the Contractor. The City shall have the right and authority of egress and ingress to said incinerator and the grounds thereof for thepurpose of inspection at any time.

All gar bage shall be incinerated immediately upon delivery and no garbage shall be permitted to accumulate at the incinerator; provided, however, that in the event an emergency arises the Contractor may, upon receiving written authorization from the Board of Public Works of said City, dispose of accumulated garbage in a manner determined by the Board of Public Works of said City. The hauling to and the handling of the same at the incinerator shall be in a sanitary and odorless manner and without being offensive or annoying to any person or property. Contractor further agress to incinerate, without charge, all combustible materials occuring within the City that may be delivered to the incinerator; provided, however, that the person making the delivery shall place the refuse in the furnace or where designated by the Contractor, and provided further that the Contractor reserves the right to refuse any non-combustible materials,

The cost of repairing, as well as the maintenance andoperation of said incinerator, for the proper incineration and disposal of all garbage, dead animals, fowls and all other materials shall be at the expense of the Contractor. The Contractor agrees to return to said City at the termination of said contract said incinerator and all improvements thereto in good condition, less reasonable wear and tear.

8. In the event the Contractor fails to collect or remove or properly dispose of garbage and other materials herein provided for in accordance with the terms of this contract, for a period of five (5) days, the said Board of Public Works of said City may at its sole option and discretion cause all of such garbage and other materials to be collected and disposed of by said City, and any and all expenses which may be incurred by said City shall be payable by the Contractor immediately upon demand or may be paid by the City out of any moneys due the Contrator under this contract. In the event theCity determine, and it shall be the sole judge on this matter, that the Contractor is unable or unwilling to comply with all the terms of the within contract, the City shall have the right to take over and operate any or all of the Contractor's equipment, including any and all trucks and other facilities used in the collection of garbage and other materials until such time as said Contractor shall satisfy the said Board of Public Works of said City that it is ready, able and willing to comply with all the terms of the within contract. In the event the City has operated said garbage disposal plant for a period of sixty(60) days and the Contractor has been unable to make satisfactory arrangements with the City to renew collection of garbage and other materials, then the City shall habe the exclusive right and privilege of cancelling the within contract. At that time an appraisal committee consisting of three members shall he appointed, one to be appointed by the City, one to be appointed by the Contractor, and the two members so selected to appoint a third member, who shall have the sole and exclusive authority to appraise and evaluate the trucks and other equipment of the Contractor used in the collection of the garbage and other materials at the garbage disposal plant of the City.

Upon the completion of said appraisal and evaluation of said aquipment the City agrees to pay the Contractor the appraised value of said equipment, and the Contractor agrees to accept said payment for said trucks and equipment and further agrees to transfer title to said trucks and equipment to said City upon receiving said payment deter-mined by the aforesaid appraisal. It is further agreed between the City and the Contractor that upon said payment and the transfer of said trucks and equipment that the within contract shall be considered cancelled and null and void.

9. All garbage and tin cans to be collected, except garbage from hotels and restaurants producing one hundred (100) pounds or more garbage a day, shall be placed for collection by the owners or producers thereof in the water-tight metal receptacles of the form and kind approved by the said Board of Public Works of said City, the same to be of not more than twenty 920) gallon capacity, and the said receptacles to be placed conveniently for collection by the Contractor within five (5) feet adjoining an alley, where possible, or if not there, at an easily accessible spot in reference to the manner in which collections must be made; and the Contractor shall not be required to collect any garbage, which in the opinion of the Board of Public Works of said City is not placed conveniently accessible for collection.

10. The said Contractor shall, during the term of this contract, have the exclusive right and privilege of collecting and hauling garbage upon, over or across any of the streets, alleys or public places in said City; provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit vegetables or other food stuffs shall have the right to dispose of the garbage produced or occurring in the business by transporting the same to the incinerator.

11. Old bottles, broken glass and glassware, broken dishes, broken crockery, and tin cans shall be collected by the Contractor throughout said City in a sanitary manner, at least once every two weeks or as often as shall be required by the Board of Public Works of said City; provided, however, that all such articles to be collected shall be conveniently placed for collection as provided for herein for garbage and that the said articles shall be kept separately from the garbage, and be placed in a suitable container, paper cartons prohibited, to be emptied by said Contractor, Said materials shall be disposed of subject to the approval of the Board of Public Works of said City.

12. Said Contractor espressly agrees to keep said plant and collection and removal facilities in good condition and to effieiently collect and remove all garbage and other materials herein provided for.

13. The said Contractor agrees to give to the Board of Public Works of said City on or before the fifteenth (15th) day of January of each year a report showing the approximate amount of garbage collected by said Contractor under this contract during the preceding year.

14. In the event the Contractor carries on its operations of collection and incineration without due regard to the safety of life, health or property, the Board of Health of said City shall serve a written notice on the Contractor setting forth the particulars of such violation, and the said matters complained of shall thereupon be remedied within ten (10) days after the date of the service of said notices.

15. Said Contractor further agrees that during the term of said contract it will collect and dispose of all dead dogs and cats and all other animals and fowl in said City within six (6) hours after notifiaction.

16. The said Contractor shall during the period of this contract maintain an office in the said City of Fort Wayne, and any notice or complaint of said City, or any of its Boards or officials, may be served on the Contractor by delivering the same at its office during the usual business hours, or by mailing the same by United States registered mail, addressed to the said Contractor at Fort Wayne, Indiana.

17. The City expressly agrees to pay said Contractor for the full and complete performance of all covenants and agreements herein set out at the ratr of $).96 per capita per year for the period of the within contract; provided, however, that the said compensation to the Contractor shall be subject to readjustment in July of each year on the basis hereinafter set out. The City further agrees to pay for said services on the fifth (5th) and twentieth (20th)days of each month during the term of the within contract for the service rendered during thepreceding two weeks on the basis and terms of the within contract except as hereinafter provided in Paragraph 21.

a. Growth or decrease of population to be served

It is understood and agreed betweem the City and the Contractor that the basic compensation enumerated above contemplates a population presently estimated at 128,000 persons. The present number of water bills issued by the City is 32,000. It is asseumed, therefore, that every water bill issued represents foru persons for purposes of estimating the population servedxeach year.

It is agreed that thtecompensation of the Conttactor shall be tge basic per capita bid price times the population of 128,000 for the period from the beginning of the contract until December 31, 1946.

The population figure to be used for the year beginning January 1, 1947, and for each ensuing calendar year thereafter shall be determined by multiplying the latest complete water bill total by four. Then for said ensuing year there shall be added to or deducted from the Contractor's yearly conpensation an amount equal to the basic per capita rate times the increase or decrease in population shown. Said population determination shall be made in July of each year, during the term of the within contract, before the beginning of each calendar year. Said populaion determination shall be made by the Board of Public Works of said City from the records of the City Utilities of said City, which records shall be open for examination by the Contractor.

b. Wage rate adjustment

The prevailing scale of wages for truck drivers and helpers is declared to be One Dollar ($1.00) and Ninety-five Cents ($.95) respectively per hour. The Contractor is presumed to have based his compensation from the Citymon the said prevailing scale.

Should said prevailing scale of wage rates be shown to have decreased or increased, the Contractor's compensation from the City will be increased or decreased in proportion thereto.

For this purpose, after the population based conpensation has been arrived at above forathe ensuing contract year, the figure so determined shall be subject to further adjustment, in the manner as follows to-wit:

(1-A) It is arbitrarily agreed to here that certain of the Contractor's expenses will be affected by a decrease or increase in the prevailing wage scale. Therefore, by each 1% that wage scale has been increased or decreased the Contractor's comoensation will be increased or decreased 3/4 or 1%.

(1-B) The prevailing rate for drivers and helpers for purpose of this contract shall be determined in July of each year.

In the event the City and the Contractor do not agree on the figure constituting the prevailing rate for drivers and helpers, then the prevailing rates shall be determined in the manner provided by Indiana Law for arriving at prevailing wage rates in connection with bidding procedure for public works.

18. It is further agreed that said Contractor shall have the right to charge and receive additional compensation from any one dealing in or storing fish, fowl, fruits or vegetables, where the daily garbage collection from such party exceeds three hundred (300) pounds, and that in all cases where fruits or vegetables shipped in car load lots are condemned as unfit for food and prdered destroyed by the proper public authorities, that then and in that event said Contractor shall have the right to charge and receive additional compens ation for the removal and disposal thereof; and that said Contractor shall have also the right to charge and receive additional compensation oer month from any person who keeps his garbage can above the ground floor or otherwise than as prescribed herein; all of said additional charges, however, to be subject to the approval of said Board of Public Works of said City. It is expressly understood and agreed, however, that in no event shall said City be in any way liable for the payment or the collection of any such additional charge or charges; provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs, shall have the right to disposeof the garbage produced or occurring in the said business as prov ded in Paragraph 7 of this contract.

19. The Contractor further agrees that in the carrying on of the work herein provided for, all proper skill and care shall be exercised and all due and proper precautions used to prevent injury to any property, person or persons, and that the City shall be indemnified and saved harmelss from any and all liability whatsoever, growing out of any injury or damage to prpperty or persons because of any neglect or fault of said Contractor, its agents, or employees in the carrying out of this contract, or any matters connected there-with or related thereto; and that it will on notice given it by said City, defend, at its own expense, any action, or suit brought against said City because of any work or other acts done by the Contractor under the

terms hereof; and willpay any judgment which may be obtained against said City by reason of any work or acts done hereunder by said Contractor, its agents or employees; and that said Contractor will pay any damages to any persons or property, public pr private, that may be caused through negligence in the performance of this contract. And said Contractor further agrees that on or before the 15th day of June .1946, and on the 1st day of January of each and ebery year thereafter during the tenure if this contract, it will execute and furnish to said City a bond in the penal sum of Twenty Thousand Dollars ($20,000.00), payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned that said Contractor will carry out theprovisions of this paragraph.

20. And in all work performed hereunder including collection and incineration of said garbage and tin cans, the Contractor expressly agrees to comply strictly with all City ordinances now in force orthat may hereafter be adopted applicable thereto, and to comply with and be subject to the orders and regulations of the Board of Health, or health authorities, or other legal authorities of said City, and to do all the work herein provided for, in all things in comformity with the laws of the State of Indiana now in force, or that hereafter may be enacted; and all traffic rules and regulations and ordinances, and to obtain, at their own expense, all permits and licenses necessary to carry on the work herein provided for.

21. It is expressly understood and agreed between the City and the Contractor that the City shall retain and withhold twenty-five per cent (25%) of the first full year's conpensation due the Contractor as a guaranty and security for the faithful performance of the terms, conditions and provisions of the within contract to be performed by the Contractor, it being understood that no payments shall be made to the Contractor under the terms of this contract until twenty-five per cent (25%) of the first full year's conpensation has been deducted, retained and accumlated by the City. In the event the Contractor has faithfully and fully complied with all the provisions and terms of the within contract at the expiration of the within contract the City shall pay and remit to said Contractor said Contractor said twenty-five per cent (25%) of the first full year's conpensation which the City has retained, deducted and accumulated. It is further understood and agreed by the City and the Contractor'that in the event the Contractor fails to fully carry out the terms, conditions and provisions of the within contract and the City cancels the within contract as provided for in Paragraph 8, then the twenty-five per cent (25%) guaranty and security fund which has been retained, deducted and accumulated by the City as hereinbefore provided for shall be retained by the City as liquidated damages for the failure of the Contractor to fully comply with all the terms, conditions and provisions of the within contract. Said guaranty and security fund shall be held in escrow, without interest payable thereon, by said City in a separate and special fund.

22. It is expressly agreed and understood that this contract is subject to the approval by ordinance of the Common Council of said City, and shall in no event,take effect unless and until the present contract for disposal of garbage entered into on the 22nd day of September, 1941, between said City and the Terminal Service Company of Cincinnati, Ohio, shall have been terminated and released satisfactorily to said City.

23. The term of this contractmshall be from the date of the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana, to the 31st day of December, 1951, and it is expressly agreed and understood that at the expiration of said contract the said City shall be left free, both morally and legally and also from the standpoint of fair business dealing, to undertake itself the collection and disposal of said garbage or to enter into a contract with any other person or persons or corporation for the future collection or disposal of garbage. It is agreed that this contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

24. The Contractor shall furnish the said City a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act of the State of Indiana.

IN WITNESS WHEREOF, the parties hereunto set thie hands and seals the day and year first above written.

STEPHAN M.DENISON
PRES.
For THE TERMINAL SERVICE CO.
(Contractor)

CITY OF FORT WAYNE, INDIANA
By: H.W.BAALS
Mayor

Attest: HELEN W. SWEET
Secretary

BOARD OF PUBLIC WORKS

ROBERT G.BEAMS
FRED W.MENZE
JOHN H JOHNSON
CITY

Approved as to form and legality:
WALTER E. HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between THE TERMINAL SERVICE CO, of Cincinnati, Ohio, and the CITY OF FORT WAYNE, for the collection and disposal of garbage and other refuse material and the operation and maintenance of municipal incineration plants for the City of Fort Wayne, more specifically referred to hereinbefore, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

7PRJX

SECTION 2. That this Ordinance shall be in fullforce and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine, Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel, Wolf. Nays.....None...

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of June 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2204.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of June 1946.

Willis D Hite
City Clerk

Approved this 13th day of June 1946.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2205

AN ORDINANCE ratifying and approving a contract and agrement made and entered into by and between A.ARCARI, an individual, and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation by and through its Board of Public Works.

WHEREAS, on the 21st day of June, 1946, A. ARCARI, an indivual, entered into a certain contract and agreement with the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, by and through its Board of Public Works, for the construction of one (1) System of Intercepter Sewers, Pumping Station and Appurtenances, located in the Nebraska Area in the Northwest part of the City of Fort Wayne, Indiana, Contract No. 35, which contract is in the following words and figures to-wit:

CONTRACT FOR
NEBRASKA AREA INTERCEPTOR SEWERS,
PUMPING STATION AND APPURTENANCES

CITY OF FORT WAYNE, INDIANA
CONTRACT NO. 35

-:-:-:

ARTICLE III PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified appooved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain fifteen (15%) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of empolyees for the performance of work on this contractor or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, ~~xxxxx~~ and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that~~x~~they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industriab Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Comp ensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this cont act as if he ein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids.
2. General Conditions
3. Contractor's Bid
4. Instruction to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any aprt of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in One Hundred Eighty (180) consecutive calendar days after having been ordered by the Owner to commence work under this contract

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials,tools, and other expendible equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which

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such materials, tools, and equipment are delivered at the site of the project and the balance of the cost thereof not later than the thirtieth (30th) day following the completeion of that patt ofmthe work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractor, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out specifically from Item 1 to Item 51, both inclusive , in Contractor's Bid, which by reference is made a part hereof as if fully set out he ein.

ARTCEE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public "orks, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after hereof, this contract shall become and be (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of tnis contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY:H.W.BAALS
H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G. BEAMS
FRED W MENZE
JOHN H JOHNSON

ATTEST:
HELEN W SWEET
HELEN W SWEET SECRETARY

Approved as to form and legality:

WALTER E. HELMKE
WALTER E HELMKE CITY AT ORNEY

A.ARCARI
A.ARCARI Contractor

NOE THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION. That the foregoing contract made and entered into by and between A.ARCARI, and individual, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public "orks, for the contruction of one (1) system of interceptor sewers, pumpong station and appurtenances, located in the Nebraska Area in the Northwest part of the City of Fort Wayne Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all tnings ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from after its passage and approval by the Mayor.

Harry M.McMillen

The ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Eight.....Nays.....None.

We "ereby Certify, That the Common Council of the City of Fort "ayne, Indiana at a regular meeting held on the 9th day of July 1946, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2205.

Paul C Wolf
Presidient

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 11th day of July 1946

Willis D Hite
City Clerk

Approved this 11th day of July 1946

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO. 2206

AN ORDINANCE fixing the tax levy for City Purposes for the year 1947.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana, that a levy of one dollar and Sixteen cents (1.16) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1947, same to be delivered as follows:

General Fund	.444
Sinking Fund	.04
Police Pension Fund	.055
Firemen's Pension Fund.	.073
Sanitary Officers & Inspectors of Board of Health Pension Fund	.002
River Improvement & Flood Prevention	.01
Housing Authority of the City of Fort Wayne, Indiana	.01
City Plan & Zoning	.008
Fort Wayne Art School	.005
Aviation Commission	.06
North Side Track Elevation	.02
Street Repair & Rehabilitation	.05
Sewer Relief	.15
Bridge Repair	.01
Park General	.10
Park Playground & Recreation	.06
Park Tree Preservation	.012
Park Long Range Plan	.05
Park Appleseed Memorial	.001
TOTAL LEVY	$1.16

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during the year 1947.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine....Nays None..

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a Regular meeting held on the 20 day of August 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2206.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 22 day of August 1946.

Willis D Hite
City Clerk

Approved this 23rd day of August 1946

H.W.Baals
Mayor

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GENERAL ORDINANCE NO. 2207

AN ORDINANCE authorizing the Controller of the City of Fort Wayne to transfer the sum of Eighteen Thousand Five Hundred Five Dollars and Twenty-nine cents ($18,505.29) from the General Fund to Item 261A of the Board of Public Works.

WHEREAS, The Terminal Service Company of Cincinnati, Ohio, has paid to the City of Fort Wayne the sum of Eighteen Thousand Five Hundred Five Dollars and Twenty-nine Cents ($18,505.29) which represents a refund to the City of Fort Wayne pursuant to Paragraph Three (3) of the agreement made between the City of Fort Wayne and The Terminal Service Company dated April 9, 1946; and,

WHEREAS, said money was deposited in the General Fund of the City of Fort Wayne;;and,

WHEREAS, it is deemed advisable that said money be transferred from the General Fund to Item 261A (Garbage Collection) of the Board of Public Works of the City of Fort Wayne,

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION.1. That the Controller of the City of Fort Wayne is hereby authorized to transfer Eighteen Thousand Five Hundred Five Dollars and Twenty-nine Cents ($18,505.29) from the General Fund of the City of Fort Wayne to Item 261A (Garbage Collection) of the Board of Public Works of the City of Fort Wayne.

SECTION2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine ....Nays ..None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regualr meeting held on the 20 day of August 1946. by a majority vote of all members, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2207.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 22 day of August 1946.

Willis D Hite
City Clerk

Approved this 23rd day of August 1946.

H.W.BAALS
Mayor

General Ordinance No. 2208

AN ORDINANCE authorizing the transfer of Four Hundred Fifty Thousand Dollars ($450,000.00) from the City Light and Power Utility of the City of Fort Wayne to the General Fund of the City of Fort Wayne and appropriating the same for the use of said General Fund for the year 1947; and also authorizing the transfer of One Hundred Eight Thousand Six Hundred Forty Dollars ($108,640.00) from the City Light and Power Utility of the City of Fort Wayne to the General Fund of the City of Fort Wayne, and appropriating the same for the use of the General Fund for the year 1946.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer from the City Light and Power Utlitity funds the sum of Four Hundred Fifty Thousand Dollars ($450,000.00) to the General Fund of the City of Fort Wayne, Indiana,

SECTION 2. That said sum of Four Hundred Fifty Thousand Dollars ($450,000.00) is hereby appropriated to the use of the General Fund of said City of Fort Wayne, Indiana during the year 1947, and that said sum of money be transferred in equal monthly installments during the year 1947.

SECTION 3. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer from the City Light and Power Utility funds the sum of One Hundred Eight Thousand Six Hundred Forty Dollars ~~($108,~~ ($108,640.00) to the General Fund of the City of Fort Wayne Indiana,and that said sum be used for the payment of an incinerator at the Garbage Disposal Plant of the City of Fort Wayne, Indiana.

SECTION 4. That said sum of One Hundred Eight Thousand Six Hundred Forty Dollars ($108.640.00) is hereby appropriated to the use of the General Fund of said City of Fort Wayne, Indiana, during the year 1946, and that said sum of money be immediately transferred to the General Fund of the City of Fort Wayne, Indiana.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine .. Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 20th day of August 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2208.

Paul C Wolf
President

Willis D.Hite
City Clerk

Presented to the Mayor for approval on the 22 day of August 1946.

Willis D Hite
City Clerk

Approved this 23rd day of August 1946

H.W.WALS
Mayor

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GENERAL ORDINANCE NO.2209

An Ordinance changing and amending the symbols and indications of a part of General Ordinance No. 1436, and the same being: " An Ordinance establishing a Zoning plan for the City of Fort Wayne to regulate and restrict the height,area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by tne court. This rdinance and ordinances supplemental or amendatory thereto shall be knwn as the Zoning Ordinance of Fort Wayne." Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 1 of the map which is a part of General Ordinance No. 1436 as above described, be changed from those of an "E" District to those of a "B" District, on the following described real estate innthe City of Fort Wayne, Indiana, to-wit:

Beginning on Wheeler Street at the East P.L. of Lot No.2, Rockhill Heirs Addition, thence South to th first alley south of Wheeler Street; West on the first alley south of Wheeler Street to a point five (5) feet west of Lot No.4, Thieme s Subdivision; thence South on Center line of vacated alley west of Runnion to Mary Street(Center line of said vacated alley being 95 feet west of W.P.L. of Runnion); thence South onnthe west line of Pensings Subdivision to first alley south of Mary Street; thence West to first alley west of Runnion Avenue; thence South to first alley north of Main Street; then East on first alley north of Main Steeet to Runnion Avenue; thence North on Runnion to Morrison Street; thence East on Morrison Street to first alley east of Runnion Avenue; thence North on first alley east of Runnion to the first alley south of Wheeler Street; thence North along the east P.L. of Lot No.6, Rockhill Heirs Addition to Wheeler Street; thence West along Wheeler Street to the point of beginning.

Section2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this Ordinance and this ordinance shall be a part of said Ordinance No.1436.

Section3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Harry M.McMillen

The ordinance was read the third time in full and on motion was nowpassed by the following vote: Ayes Eight. Bennett, Fisher, Hamm, King, Knoche, McMillen, Spiegel,Wolf.
Nays--------None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 10th day of September 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCENO.2209.

Paul C.Wolf
President

Willis D.Hite
City Clerk

Presented to the Mayor for,approval on the 11th day of September 1946,

Willis D Hite
City Clerk

Approved this 12th day of September 1946.

H.W.Baals
Mayor

GENERAL ORDINANCE NO. 2210

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne to execute a right-of-way grant to the State Highway Commission of Indiana in connection with Project No.724 for real estate north of the Municipal Beach in Fort Wayne, Indiana, for a consideration of Seven Hundred Fifty-three Dollars ($753.00).

WHEREAS, the State Highway Commission of Indiana has requested the City of Fort Wayne for a right-of-way grant over and across two and fifty-one hundredths (2.51) acres of land north of the Municipal Beach owned by the City of Fort Wayne in order to build a State Highway; and,

WHEREAS,the State of Indiana has offered to pay to the City of Fort Wayne the sum of Seven Hundred Fifty-three Dollars (w753.00) for said two and fifty-one hundreths (2.51) acres of land.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne be and is hereby authorized to execute a right-of-way grant to the State Highway Commission of Indiana for two and fifty-one hundredetas (2.51) acres of land north of the Municipal Beach owned by the City of Fort Wayne in order to build a State Highway, and being k nown as Project No. 724.

SECTION 2. Thatnthis ordinance shall be in full force and effect from and after iits passage and approval by the Mayor.

Harry Hamm

The Ordinance was read tne third time in full and on motion was now passed by the following vote. Ayes eight, Bennett, Fisher, Hamm, King, Knoche, McMillan, Spiegel Wolf.
Nays .....None.
We Hereby Certify, That the Common Councul of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September 1946, by a majority vote of all members elect, did pass the ordinance hereunto attacned, and known as
GENERAL ORDINANCE NO.2210.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 11th day of September 1946.

Willis D Hite
City Clerk

Approved this 12th day of September 1946,

H.W.BAALS
Mayor.

GENERAL ORDINANCE NO. 2211

AN ORDINANCE regulating truck and commercial vehicle traffic upon Portage Avenue in the City of Fort Wayne, Indiana.
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. It shall be unlawful for any driver or omner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Portage Avenue,from Taylor Street to Freeman Street in the City of Fort Wayne, Indiana.
SECTION 2. That any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to,exceed Three Hundred Dollars ($300.00).
Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes 8. Bennett,Fisher,Hamm,King,Knoche,McMillen,Spiegel,Wolf.
Nays-----None.
We Hereby Certify, That the Common Council of The City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September 1946, by a majority vote of all members elect, did pass the ordinance hereunto attahced and known as

GENERAL ORDINANCE NO.2211.

Paul C.Wolf
President

Willis D.Kite
City Clerk

Presented to the Mayor for approval on the 11th day of September 1946.

Willis D Hite
City Clerk

Apporved this 12th day of September 1946.

H.W.Baals
Mayor

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GENERAL ORDINANCE NO.2212

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between WERMUTH, INC,, a corporation organized and existing under the laws of the State of Indiana, and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, by and through its BOARD OF PUBLIC SAFETY.

WHEREAS, on the 20 th day of August, 1946, WERMUTH,INC, a corporation organized and existing under the laws of the State of Indiana, entered into a certain contract and agreement with the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, by and through its BOARD OF PUBLIC SAFETY, for repairing the No.10 Fire Engine House located on State Street in the City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

CONTRACT FOR

REPAIRING NO.10 FIRE ENGINE HOUSE

LOCATED ON STATE STREET, FORT WAYNE, INDIANA

THIS CONTRACT, Made this 20th day of August, 1946, by and between WERMUTH,INC, a corporation organized and existing under the laws of the State of Indiana, which has its principal place of business located in Fort Wayne, Indiana, hereinafter called the "CONTRACTOR," and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by and through its BOARD OF PUBLIC SAFETY, hereinafter called the "OWNER,"

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agree to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for repairing the No.10 Fire Engine House located on State Street in the City of Fort Wayne, Indiana, all in accordance with a letter to the Owner dated August 2, 1946, in which the Contractor specifically sets out the work it purposes to do in repairing the aforementioned fire engine house, which letter is hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Contractor agrees to,perform all of the work as set out in its proposal in a letter to the Owner dated August 2, 1946, for the repairing of the No.10 Fire Engine House located on State Street in the City of Fort Wayne, Indiana, and the Owner in consideration of the perfromance of said work agrees to pay the Contractor on the following basis:

a. Reimbursement for all direct field labor and supervision.

b. Reimbursement for all materials incorporated on the job.

c. Reimbursement for O.P.A. rental rates on equipment used.

d. Reimbursement for Workmen's Compensation, Public Liability and Social Security insurances.

e. Reimbursement for twenty per cent (20%) on the sum total of a,b,c, and d to cover overhead and profit.

f. Reimbursement for one per cent (1%) on the sum total of a,b,c,d and e to cover Indiana State Gross Income Tax.

I being estimated that the cost for the repairing of the No.10 Fire Engine House located on State Street in the City of Fort Wayne, Indiana, willnnot exceed Six Thousand Six Hundred Dollars ($6,600.00).

ARTICLE III PAYMENTS TO CONTRACTOR

a. Not later than the fifteenth (15th) day of each calendar month the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain fifteen (15%) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract,

b. In ppeparing estimates the materials delivered on the state and preparatory work done may be taken into consideration.

c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV. NONDISCRIMINATION OF LABOR

The Contractor further agrees:

a. That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana,who is qualified and available to perform the work to which the employment relates:

b. That neither the Contractor,Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

c. That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person foreach calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be foefeited for a second or any subsequent violation of the terms and conditions of this section of the Contract.

The Contractor agrees to pay and also require of its Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

a. Proposal to perform work set out in letter from Contractor to Owner dated August 2, 1946.

b. This contract.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in Ninety (90) consecutive calendar days after having been ordered by the Owner to commence under this contract.

ARTICLE VII. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendible equipment to the extent of ninety per cent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated to used; and (3) to each of his Subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the Subcontractor, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Safety, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and should the Common Council of the City of Fort Wayne fail to approve the same within ninety (90) daysnafter the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY: H.W. BAALS
H.W.BAALS Mayor
BOARD OF PUBLIC WORKS
E.C.GALLMEIER
E.C.GALLMEIER
A.H.KELLER
A.H.KELLER

ATTEST:
N.C.KETTERING
N. C.KETTERING SECRETARY
Approved as to form and legality:
WALTER E. HELMKE
WALTER E.HELMKE,CITY ATTORNEY

WERMUTH, INC
BY: A.C. WERMUTH
A.C.WERMUTH, PRESIDENT

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between WERMUTH,INC, a organized and existing under the laws of the State of Indiana, and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, a municipal corproation, by and through its BOARD OF PUBLIC SAFETY, FOR repairing the No.10 Fire Engine House located on State Street innthe City of Fort Wayne,Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

GENERAL ORDINANCE NO. 2212 Continued

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Eight. Bennett, Fisher, Hamm, King, Knoche, McMillen, Spiegel, Wolf. Nayes....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2212.

Paul C Wolf.
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 11th day of September 1946.

Willis D Hite
City Clerk

Approved this 12th day of September 1946.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO. 2213

An Ordinance changing, amending and supplementing General Ordinance No. 1436 the same being:

"An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the the area of yards, courts and other open spaces; toregulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoningappeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928"

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 6 of the map, which is a part of General Ordinance No. 1436 be changed from a "B" and a "C" District to those of an "E" District on the following desribed real estate:

Lot "D" in Fruehauf's Industrial Addition to the City of Fort Wayne

and that said area be established as an "E" District.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of said Ordinance No. 1436

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm. H. Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel, Wolf, Nays None

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 24th day of September, 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

General Ordinance No. 2213

Paul C. Wolf
President.

Willis D. Hite
City Clerk.

Presented to the Mayor for approval on the 26th day of Sept. 1946

Willis D. Hite
City Clerk

Approved this 26th day of September 1946

H. W. Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2214

AN ORDINANCE electing to become a participant in the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA for certain specified employees of the Civil City and Municipal Utilities of Fort Wayne, Indiana.

WHEREAS, pursuant to action taken by the respective Civil City departments a preliminary survey was made by the Board of Trustees of the PUBLIC EMPLOYES' RETIREMENT FUND, which Board has reported that the estimated cost of membership in the Fund for the first five years would be not to exceed the following:

Average semi-annual payments for prior service (For Civil City employees only)	$19,720.25
Average cost of annual membership service (For Civil City employees only)	13,283.66

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Common Council of the City of Fort Wayne, Indiana, hereby elects to become a participant in the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA, as provided by Chapter 340 of the Acts of the General Assembly of Indiana (1945), said membership to be effective as of January 1, 1947.

SECTION 2. The following employes are herby designated as those who are to become members of the Fund: all Civil City employes not eligible for Police, Fire or Board of Health Pension Funds; and all municipal employes of the City Utilities of Fort Wayne, Indiana, not eligible for the Municipal Utilities Pension Plan.

SECTION 3. Payments for the semi-annual charges for prior service and the cost of membership of Civil City employes are to be made by the City Controller (1) from funds appropriated for the Retirement Fund for the respective departments (Finance, Public Works, Public Safety and Public Health) in the General Fund budget and (2) from funds appropriated from separate tax levy funds (Park General Fund -- Aviation Commission Funds) for the allocable costs of employes of those commissions; (3) from the funds of the respective municipal utilities (City Light & Power Works, Water Works and Sewage Disposal Works) for those costs arising from participation of those employes of each municipal utility.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor, for all intents and purposes, except that active membership shall begin on the 1st day of January, 1947

Arno C. Spiegel

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title.

Motion made by Bennett, seconded by Spiegel that the rules be suspended Roll Call Ayes Nine Nays None

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th say of October 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as General Ordinance No. 2214

Paul C. Wolf
President

Willis D. Hite
City Clerk

Presented to the Mayor for approval on the 10th day of October 1946

Willis D. Hite
City Clerk

Approved this 10th day of October 1946.

H. W. Baals
Mayor

GENERAL ORDINANCE NO.2215

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and is hereby authorized to sell the following described real estate, to-wit:

The east forty (40) feet of the west two hundred nineteen and four-tenths (219.4) feet of Lot Number eighty-five (85), South Walton Avenue Acre Addition to the City of Fort Wayne, Indiana.

Portion of Lots Numbered two hundred nine (209), two hundred ten (210), and two hundred eleven (211), Commercial Second Addition to the City of Fort Wayne, Indiana, lying north of the drainage ditch known as the Junk Ditch.

That the Board of Public Works of the City of Fort Wayne, Indiana, direct the City Attorney of the City of Fort Wayne Indiana, to file in the Circuit Court a petition for the appointment of appraisers to appraise said property. That the Board of Public Works of the City of Fort Wayne, Indiana, be and is hereby authorized to sell said real estate for not less than the full appraised value thereof.

SECTION 2. That the Mayor of the City of Fort Wayne, Indiana, be and is hereby authorized to execute a quitclaim deed to the purchaser or purchasers of the aforementioned described real estate, and that said quitclaim deed be attested b y the City Clerk of the City of Fort Wayne, Indiana.

SECTION 3. That this ordinance shall be in full force abd effect from and after its passage and approval by the Mayor.

Frank W.King Jr
Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine: Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Spiegel, Wolf.
Nays, None:

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of November 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2215.

Paul C Wolf
President

Willis D Hite
City, Clerk

Presented to the Mayor for approval on the 29th day of November 1946.

Willis D Hite
City Clerk

Approved this 29th day of November 1946.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2216

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to make certain transfers of funds in the 1946 budget of the Board of Public Works of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana,be and is hereby authorized to make the following transfers of funds in the 1946 budget of the Board of Public Works of the City of Fort Wayne, Indiana, to-wit:

Transfer from 113c - Salaries of help in Engineer's Office - to 261a - Garbage Disposal $7,700.00

Transfer from 251a - Repair and upkeep of buildings to 261a - Garbage Disposal . . . . . $ 489.00

Transfer from 251a - Repair and upkeep of buildings to 241a - Public Printing and Advertising . . . . . $ 2,000.00

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Approved by me:
Otto H.Adams
City Controller.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine:Bennett,Fisher,Hamm,Hart,King,Knoche,McMillen,Spiegel Wolf. Nays None.

We Hereby certify, That the Common Council of the City of Fort Wayne,Indiana, at a regular meeting held on the 26th day of November 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2216.

GENERAL ORDINANCE NO. 2216 CONTINUED

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 29th day of November 1946

Willis D Hite
City Clerk

Approved this 29th day of November 1946

H.W.BAALS

GENERAL ORDINANCE NO.2217

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the CITY PLAN COMMISSION OF THE City of Fort Wayne, Indiana, and LAWRENCE V.SHERIDAN, City Plan Consultant.

WHEREAS, on the 23rd day of November, 1946, the City Plan Commission of the City of Fort Wayne, Indiana, entered into a contract with Lawrence V.Sheridan, City Plan Consultant, employing the said Lawrence V.Sheridan as a consultant to the City Plan Commission, which contract and agreement is more fully set forth in said contract, to-wit:

C O N T R A C T

This agreement made and entered into by and between the City Plan Commission of the City of Fort Wayne, Indiana, party of the first part, hereinafter called the Commission, and Lawrence V.Sheridan, of the Brendonwood, Indiana 44, Indiana, Consultant on City Planning party of the second part, hereinafter called Consultant, WITNESSETH:

WHEREAS, the Indiana Statute on City Planning, published as Chapter 268 of the Acts of the Indiana General Assembly for 1935, provides in Section 2 that "It shall be the function and duty of the city plan commission of any city to make and adopt a master plan for the physical development of such city, including any areas outside of its boundaries which, in the commission's judgment, bear relation to the planning of the city;" and,

WHEREAS, the said statute prescribes and the elements which may properly be included in the master plans; and,

WHEREAS, the development of the master plan must necessarily be based upon a thorough study and analysis of the physical characteristics of the City and its environs, and of the economic and social factors which affect the growth of the city, all of which requires a competent technical staff for the City Plan Commission; and,

WHEREAS, the recent proposals made by the Indiana State Highway Commission and the Publuc Roads Administration for the development of a system of expressways to carry the traffic of inter-regional highways through Fort Wayne, demand am immediate study of the relationship of the master plan of arterial streets, parkways and other features, to the expressway system.

NOW, THEREFORE, the Commission hereby employs the Consultant as its adviser on the development of a master plan for Fort Wayne and its environs, including all elements which are appropriate parts of the master plan, such employment to extend for one year from the date of the execution of this contract, and,

The Consultant agrees to assist in developing a program for the preparation fo the master plan in accordance with the provisions of the Indiana statutes and the desires of the Commission, and to furnish assistance from his own staff as may be desired by the Commission, and to devote four full days of his personal time each month to the service of the Commission.

The Commission agrees to furnish draftsmen to make necessary drawings and plans, and stenographic service to type reports and other material connected with the master plan.

The Consultant will assist the Commission in organizing its permanent technical stall and office. Until such time as a permanent planning engineer is employed by the Commission to head its technical staff, the Consultant will furnish technical assistance from his own staff on a per diem basis, for not to exceed twelve (12) days in the aggregate in any one calendar month, to make analysis and studies and carry out functions which would normally be performed by the permanent planning engineer. The length of service of such technical assistants will be agreed upon in advance between the Commission and the Consultant.

GENERAL ORDINANCE NO. 2217 Continued

If the Commission is unalbe to secure draftsmen, the Consultant will endeavor to secure them for the Commission, at a salary to be agreed upon in advance in each instance.

The Commission agrees to compensate the Consultant for his personal services and traveling expenses, at the rate of Four Thousand Two Hundred Dollars ($4200.00) per year, payable in monthly installments of Three Hundred Fifty Dollars ($350.00) each month.

The Commission further agrees to compensate the Consultant for the x services of members of his technical staff on a per diem basis covering salaries, office overhead and traveling expenses at the following rates:

Paul E.Middleton, for technical serviees rendered in Fort Wayne, Forty Dollars ($40.00) per day; for services rendered in Indianapolis, Thirty Dollars ($30.00) per day.

Dennis O'Harrow for technical services rendered in Fort Wayne, Thirty -five Dollars ($35.00) per day; for services rendered in Indianapolis, Twenty-five Dollars ($25.00) per day.

A per diem rate other members of the Consultant's staff who may become available later will be agreed upon in advance before they render any service for the Commission.

It is understood that this contract shall be effective as of January 2, 1947, and shall terminate as of December 31, 1947.

CITY PLAN COMMISSION
of the City of
FORT WAYNE, INDIANA
H.J. HERBST
President

LAWRENCE V. SHERIDAN
Consultant on City Planning
Party of the Second Part

HELEN W. SWEET
Secretary

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the City Plan Commission of the City of Fort Wayne, Indiana, and Lawrence V. Sheridan, City Plan Consultant, employing the said Lawrence C.Sheridan as a conultant to the City Plan Commission, more specifically referred to hereinbefore, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry Hamm

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes , Nine Bennett, Fisher, Hamm, Hart, King,Knoche, McMillen, Spiegel,Wolf. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of December 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2217.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1946,

Willis D Hite
City Clerk

Approved this 14th day of December 1946.

H.W.BAALS
Mayor

PBLX

GENERAL ORDINANCE NO. 2218

AN ORDINANCE authorizing the Board of Public Works of the City of the City of Fort Wayne to sell certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and is hereby authorized to sell the following described real estate, to-wit:

South 110 feet of Lot Number 11, Grand View Addition;
South 110 feet of Lot Number 13, Grand View Addition;
South 110 feet of Lot Number 14, Grand View Addition;
South 110 feet of Lot Number 16, Grand View Addition;
South 110 feet of Lot Number 17, Grand View Addition;
all in the City of Fort Wayne, Allen County, Indiana.

That the Board of Public Works of the City of Fort Wayne, Indiana, direct the City Attorney of the City of Fort Wayne, Indiana, to file in the Circuit Court a petition for the appointment of appraisers to appraise said property. That the Board of Public Works of the City of Fort Wayne, Indiana, be and is hereby authorized to sell said real estate for not less than the full appraised value thereofthereof.

SECTION 2. That the Mayor of the City of Fort Wayne, Indiana, be and is hereby authorized to,execute a quitclaim deed to the purchaser or purchasers of the aforementioned described real estate, and that said quit-claim deed be attached by the City Clerk of the City of Fort Wayne, Indiana.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Edward H.Fisher

The Ordinance was read the third time in fukk and on motion was now passed by the following vote Ayes: Nine Bennett,Fisher,Hamm,Hart,King,Knoche, McMillen,Spiegel,Wolf. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of December 1946, by a maj-ority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2218.

Paul C.Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1946

Willis D.Hite
City Clerk

Approved this 14th day of December 1946.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2219

AN ORDINANCEratifying and approving a certain contract and agreement made and entered into by and between THE JOURNAL-GAZETTECOMPANY and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 21st day of November, 1946, THE JOURNAL-GAZETTE COMPANY entered into a certain contract and agreement with the CITY OF FORT WAYNE,by and through its Board of Public Works, for the Printing in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1947, until December 31, 1947, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceed-ings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the Contract One Hundred and Fifty (150) copies of the proceedings of the entire year, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 21st day of November,1946, by and between THE JOURNAL-GAZETTE, Party of the Firt Part, and the CITY OF FORT WAYNE, Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the Party of the First Part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1947, until December 31, 1947, and to furnish the Party of the Second Part One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form and to furnish and complete, upon the termination of this contract, on December 31, 1947, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index

FOR each of said copies, One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound with cloth.

That the Party of the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City,, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Twenty-seven Cents, ($1.27) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Twenty-seven Cents ($1.27) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the First Party fails to perform all the conditions required by this contract to be performed by it, the Party of the Second Part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of the First Part.

The Party of the First Part agrees that in the prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00), payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said Party of the Second Part,

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year first above written.

THE JOURNAL-GAZETTE COMPANY
By: F.B.RITCHEY
Business Mahager
BY: W.F.SCHERER
Secretary
Party of the First Part

H.W.BAALS
Mayor of the City of Fort Wayne
CITY OF FORT WAYNE INDIANA
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W.MENZE
JOHN H.JOHNSON

ATTEST:
HELEN W.SWEET
Secretary
Approved as to form and legality:
WALTER E.HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the foregoing contract made and entered into by and between The Journal-Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort Wayne Journal-Gazette of the proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1947, until December 31, 1947, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, One Hundred and Fifty (150) copies of the proceedings of th entire year, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F.Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine Nays None

We Hereby Certify, That the Common Council of the City of Fort Wayne,Indiana at a regular meeting held on the 10th day of December 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2219.

Paul C.Wolf.
President
Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1946

Willis D.Hite
City Clerk

Approved this 14th day of December 1946.

H.W.BAALS
MAYOR

7PBJX

GENERAL ORDINANCE NO.2220

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between FORT WAYNE PIPE AND SUPPLY COMPANY, an Indiana corporation, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 26th day of November 1946, the FORT WAYNE PIPE AND SUPPLY COMPANY, an Indiana corporation, entered into a contract with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale of two (2) 25,000,GPM, Vertical, Single Stage, Spherical, Propeller-type pumps, complete with motors, for the Nebraska Sewer Pumping Station, more specifically hereinafter described which contract and agreement are more fully set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 26th day of November, 1946, by and between FORT WAYNE PIPE AND SUPPLY COMPANY, a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, hereinafter referred to as the Party of the Second Part, WITNESSETH:

1. The Party of the First Part covenants and agrees to furnish and pay for all labor, material, apparatus and tools required for the building, furnishing and delivery of two (2) Peerless Hydro-Foil Mixed-Flow Pumps rated at 25,000 gallons per minute at a total head of 15 feet. Each unit will consist of the following: one (1) 125 H.P.12 pole, 575 R.P.M. 440 volt, 3 phase, 60 cycle, Verticle Hollow-Shaft Drip Proof induction motor; one (1) Solenoid Oiler for pump shaft; one (1) 36" O.D. long sweep steel fabricated below base discharge elbow with column extension complete with shaft and oil tubing; one (1) Mixed-Flow bowl unit, single stage, type 36 MF; one (1) 36" flange. Said unit to be delivered to the City of Fort Wayne, Indiana, at the Nebraska Sewer Pumping Station, for and in consideration of the payment by the City of Fort Wayne, Indiana, as follows:

TEN THOUSAND FIVE HUNDRED SIXTY*SIX DOLLARS ($10,566.00).

2. It is understood and agreed between the Party of the First Part and the Party of the Second Part that the consideration for said equipment set out Paragraph One (1) of this contract is subject to adjustment at the time of shipment in the same proportion as costs are increased to the Party of the First Part, with a limitation that the invoice price and ultimate consideration will not be in excess of twenty per cent (20%) of the consideration set out in Paragraph One (1).

3. It is understood and agreed between the parties that the equipment described in Paragraph One (1) shall be in strict accordance with the plans and specifiactions prepared by the Party of the Second Part and in strict sccordance with the bid proposal of the Party of the First Part, which plans and specifications and bid proposal are by reference hereby made a part of this contract.

4. The Party of the First Part agrees to deliver the pumps provided for in this contract within one hundred sixty (160) days, and the motors within two hundred ten (210) days after receiving notice to proceed from the Party of the Second Part.

5. The Party of the Second Part agrees to pay eighty-five per cent (85%) of the invoice price within ten (10) days after the date of delivery of said equipment, and the balance of said invoice price when the same is completely installed.

6. This contract, although executed on behalf of the City by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City. and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

7. To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE,INDIANA
BY: H.W.BAALS
Mayor
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W.MENZE
JOHN H.JOHNSON

ATTEST:
HELEN W.SWEET
Secretary
Approved as to form and legality:
WALTER E.HELMKE
CITY ATTORNEY

FORT WAYNE PIPE AND SUPPLY CO
BY: J.H.SCHROEDER
VICE*PRESIDENT AND MANAGER
E.H.ERNST
Secretary and Treasurer

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the FORT WAYNE PIPE AND SUPPLY COMPANY and the CITY OF FORT WAYNE, FOR THE SALE of two (2) 25,000 GPM, Vertical, Single Stage, Spherical, Propeller-tpye pumps, complete with motors, for the Nebraska Sewer Pumping Station, more specifically referred to hereinbefore, which contract and agreement is more fully set out in

GENERAL ORDINANCE NO.2220 Continued

the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of December 1946, by a majority vore of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2220.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1946

Willis D Hite
City Clerk

Approved this 14th day of December 1946

H.WMBXORS

GENERAL ORDINANCE NO.2221

AN ORDINANCE concerning Veteran's Aid Commission
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

SECTION 1. That the Veteran's Aid Commission, hereinafter called "Commission" of the City of Fort Wayne, heretofore established by Ordinance of this Council, shall be administered by a Board of five (5) members, who shall be appointed by the Mayor, one of said members toserve for a term of one (1) year, one for two (2) years, one for three (3) uears, and two for terms of four (4) years each, as designated by the Mayor in the appointment of said members, and that said terms of office shall begin January 1, 1947. That said Board so created shall be termed Veteran's Aid Commission Administrative Board and may also be referred to as the VAC Board.

SECTION 2. It shall be the duty of said Board to administer the affairs of the "Commission", and for that purpose they shall elect a Chairman and Secretary of said Board to perform the usual duties performed by such officers. Said Board shall have complete and full control of the management and direction of the "Commission" in theperformance of its functions and attainment of its objectives in the matter of furnishing, in the first instance, counsel, assistance and direction to veterans of World War II. Provided, however, that said Board shall have the authority, if it so determines, to broaden its service so as to include the veterans of other wars and those serving from time to time in the U.S.military or naval forces, or in any other similar or affiliated line of National Defense. Said Board shall make its rules and regulations and in so doing shall be bound bynthe provisions of previous Ordinance, with reference to the established powers conferred upon the "Commission." That this Ordinance shall not repeal but shall be supplemental to xxother Ordinancesx heretofore passed relative to veterans, and said Ordinance shall remain in full force, except wherein they conflict with the within Ordinance. Said Board shall conform consistent with circumstances and the past functions of the "Commission" to the general pattern followed by other Municipal Boards, insofar as it does not interfere with the sound continuity of the present type of service being now preformed by said "Commission."

SECTION3. The creation of the Administrative Board herein shall not in any way affest the character or tenure of the Board of Governors under the "Commission," which shall continue, as long as it determines, to function along the lines already established and shll continue, in conjunction with the Mayor, to have general supervision over the acts of the Administrative Board, and as such, if it so determines, shall have authority and power to recommend policies and procedures for said Administrative Board, and if it so determines, it shall require from said Board, approval of its act by said Governing Board and the Mayor. Provided, however, that it is the purpose of the within Ordinance to give to the Administrative Board the fullest and broddest power to perform the well defined functions and purposes of the "Commission" but at the same time to maintain as fully as possible, a broad community interest in veteran service through the medium of the Governing Board, representing the fifteen hundred (15)) or more District, Section, Zone and Block counsellors. Authority is also given to the Governing Board to fill vacancies in any of the counsellor positions above recited and to carry on, it determines, the expansion of the field work of the "Commission" through such field counsellors to effect a state of preparedness for prompt city wide service in any civic emergency. If the Governing Board expressly concludes to terminate its activities all its power and authority shall vest in the Administrative Board.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publicationthereof.

?Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes Nine Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10 day of December 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2221

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 13th day of December 1946

Willis D Hite
City Clerk

Approved this 14th day of December 1946.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2222

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on the 11th day of April, 1938, the City Controller of the City of Fort Wayne, Indiana, purchased at tax sale the following described real estate, to-wit:

Lot Number Two Hundred Thirty-two (232), Avondale Addition to the City of Fort Wayne, Allen County, Indiana.

for delinquent sidewald assessments on said parcel of real estate in the amount of Fifteen Dollars and Fifty-seven Cents ($15.57); and,

WHEREAS, the purpose of the purchase was to protect certain advancements made on payment of Barrett Law Bonds from being barred by the Statute of Limitations; and,

WHEREAS, a deed was issued by the Auditior of Allen County for said real estate to "City Controller. Fort Wayne, Indiana," on the 30th day of March, 1942; and,

WHEREAS, Leonard C. Smith desires to purchase said lot, and said purchaser desires to pay to the City of Fort Wayne, Indiana, the amount of delinquent assessment costs and interest; and,

WHEREAS, it is necessary to execute a quitclaim deed to clear the title of said real estate.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to the following described real estate, to-wit:

Lot Number Two Hundred Thirty-two (232), Avondale Addition to the City of Fort Wayne, Allen County, Indiana, upon the receipt of the sum of Twenty-five dollars ($25.00), being Barrett Law assessments due on said lot, costs and interest.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine and Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 23 day of December 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDIANCNE NO. 2222.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 27th day of December 1946,

Willis D Hite
City Clerk

Approved this 27th day of December 1946

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2223

AN ORDINANCE authorizing the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, at the time Centlivre Park Addition was platted an erroneous description was used in dedication Westbrook Drive as a thoroughfare in the City of Fort Wayne, Indiana; and,

WHEREAS, said Westbrook Drive north of Grove Street is in actual use as it was intended; but,

WHEREAS, the plat locates Westbrook Drive to the west of its present location; and,

WHEREAS, Westbrook Drive as platted encroaches upon Block Number Four (4), Centlivre Park Addition, Plat Two (2); and,

WHEREAS, the City of Fort Wayne, Indiana, desires to correct the erroneous description.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the City of Fort Wayne, Indiana, by and through its Mayor, is hereby authorized to,execute a quitclaim deed to the Centlivre Realty Copporation for the following dexcribed real estate, to-wit:

That part of the northeast quarter of Section Thirty-five (35), Township thirty-one (31) north, Range twelve 912) east, in the City of Fort Wayne, Allen County Indiana, described as follows, to-wit:

Beginning at an Iron Pin and Stake situated at the north-east corner of Block Number Fourt (4), Centlivre Park Addition, Plat two (2), in the City of Fort Wayne, Indiana, as shown in Plat Book eight (8), Page sixty-three (63), in the Recorder's Office, Court House, Fort Wayne, Indiana; thence in a southerly direction along the east line of the aforesaid Block Number four (4), Centlivre Park aDDition, Plat two (2), on a curve to the right of eleven hundred fifteen (1115) feet radius, a distance of four hundred ten (410) feet to an Iron Pin and Stake at the southeast corner of the aforesaid Block Number four (4) Centlivre Park Addition, Plat two (2); thence north seven (7) degrees, forty-two (42) minutes east a distance of four hundred eleven and eight-tenths (411.8) feet to an Iron Pin and Stake; thence west a distance of sixty-two (62) feet to the place of beginning,

SECTION 2. That the Mayor of the City of Fort Wayne, Indiana, be and is hereby authorized to,execute the aforementioned quitclaim deed to the Centlivre Realty Corporation, and that said quitclaim deed be attested by the City Clerk of the City of Fort Wayne, Indiana,

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote; Ayes Nine Nays None.

WeHereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 23 rd day of December 1946, by a majority vote of all memebers elect, did pass the ordinance hereunto attached and knwon as GENERAL ORDINANCE NO. 2223.

Paul C Wolf
President

Willis D.Hite
City Clerk

Presented to the Mayor for approval on the 27th day of December 1946.

Willis D.Hite
City Clerk

Approved this 27th day of December 1946.

H.W.BAALS
Mayor

PBJX

GENERAL ORDINANCE NO. 2224

AN ORDINANCE fixing the salaries, conensation and wages of officers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the following officers and employees of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January, 1947.

Secretary to the Mayor at the rate of One Thousand Four Hundred Forty Dollars ($1,440.00) per year.

Assistant Deputy Controller at the rate of Two Thousand Three Hundred Forty Dollars ($2,340.00) per year.

Cashier Barrett Law at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Clerk Barrett Law at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Clerk Barrett Law at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Deputy City Clerk at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

City Judge at the rate of Four Thousand Two Hundred Dollars ($4,200.00) per year.

Bailiff to City Court at the rate of One Thousand Seven Hundred Forty Dollars ($1,740.00) per year.

Secretary to the City Attorney at the rate of One Thousand Twenty Dollars ($1,020.00) per year.

Consultant to the City Plan Commission at the rate of Six Thousand Dollars ($6,000.00) per year.

Secretary to the City Plan Commission at the rate of Three Hundred Seventy-five Dollars ($375.00) per year.

Clerk to the Board of Zoning Appeals at the rate of Three Hundred Seventy-five Dollars ($375.00) per year.

Minute Clerk, Board of Public Works, at the rate of One Thousand Seven Hundred Dollars ($1,700.00) per year.

Stenographer, Board of Public Works, at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Bookkeeper, Board of Public Works at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Building Commissioner at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Electrical Inspector at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Plumbing Inspector at the rate of Three,Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Heating Inspector at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Clerk Building Department, at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Assistant City Engineer at the rate of Three Thousand Four Hundred Dollars ($3,400.00) per year.

Junior Assistant City Engineer at the rate of Three Thousand Dollars ($3,000.00) per year.

Draftsman City Engineer's Office, at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per Year.

Instrument men at the rate of Three Thousand Dollars ($3,000.00) per year.

Rodmen at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year

Clerk to the Engineer at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Street Commissioner at the rate of Three Thousand Eight Hundred Forty Dollars ($3,840.00) per year.

Assistant Street Commissioner at the rate of Three Thousand Dollars ($3,000.00) per year.

Superintendent of the Asphalt Plant at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Day Janitor City Hall, at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

Night Janitor, City Hall, at the rate of One Thousand Eight Hundred Sixty Dollars($1,860.00) per year.

Smoke Inspector at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Clerk to the Smoke Inspector at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Humahe Officer at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Attendant at Humane Shelter at the rate of One Thousand Four Hundred Fifty -two Dollars ($1,452.00) per year.

President Board of Health, at the rate of Three Hundred Sixty Dollars ($360.00) per year.

Vice-President, Board of Health, at the rate of One Hundred Eighty Dollars ($180.00) per year.

Second Vice-President, Board of Health, at the rate of One Hundred Eighty Dollars ($180.00) Per year.

Secretary Board of Health, at the rate of Four Thousand Seven Hundred Thirty-six Dollars and Forty Cents ($4,736.40) per year.

Registrar, Board of Health, at the rate of Two Thousand Three Hundred Dollars ($2,300.00) per year.

Nurses at Isolation Hospital at the rate of Nine Hundred Thirty-three Dollars and Forty Cents ($933.40) per year.

Public Health Nurse at the rate of Two Thousand Three Hundred Sixteen Dollars ($2,316.00) per year.

Bacteriologist at the rate of Two Thousand Six Hundred Four Dollars ($2,604.00) per year.

Captains of Detectives at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Detective Sergeants at the rate of Three Thousand Dollars ($3,000.00) per year.

Sergeants at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,8880.00) per year.

Clinic Director at the rate of Two Thousand Three Hundred Forty Dollars ($2,340.00) per year.

Investigator at the rate of Two Thousand Six Hundred Seventy Dollars ($2,670.00) per year.

School Physicians at the rate of Nine Hundred Dollars ($900.00) per year.

School Dentistx at the rate of Nine Hundred Dollars ($900.00) per year.

School Nurse at the rate of Two Thousand Three Hundred Sixteen Dollars ($2,316.00) per year.

Nurse at Venereal Clinic at the rate of Six Hundred Sixty Dollars ($660.00) per year.

Assistant Registrar at the rate of One Thousand Eight Hundred Sixty Dollars ($1,860.00) per year.

Assistant to Laboratory at the rate of One Thousand Dollars ($1,000.00) per year.

Members Board of Public Safety, at the rate of Nine Hundred Dollars ($900.00) per year.

Executive Secretary, Board of Public Safety, at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

2 PBLX

Inspector, Weights and Measures, at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Weighmaster, City Scale, at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

Marketmaster City Market, at the rate of Two Thousand One Hundred Sixty Dollars ($2,160.00) per year.

Chief of Police at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Captain of Detectives at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Captains at the rate if Three Thousand Five Hundred Forty Dollars ($3,540.00) per year.

Lieutenants at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Detective Sergeants at the rate of Three Thousand Dollars ($3,000.00) per year.

Sergeant Investigators atthe rate of Three Thousand Dollars ($3,000.00) per year.

Sergeants at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Lieutenant Mechanic at the rate of Three Thousand Four Hundred Eighty Dollars ($3,480.00) per year.

Sergeant Mechanic at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Patrolmen at the rate of Two Thousand Seven Hundred Dollars ($2,700,00) per year.

New Patrolmen at the rate of Two Thousand Six Hundred Ten Dollars ($2,610.00) per year.

Secretary to the Chief of Police at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Clerk to the Traffic Captain at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Clerk to the Detective Captain at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Spperintendent, Signal Department, at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Assistant Superintendent,Signal Department at the rate of Three Thousand Five Hundred Forty Dollars ($3,540.00) per year.

Lineman at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Electrician at the rate of Three Thousand Two Hundred Forty Dollars ($3,240 0) per year.

Radio Engineer at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Radio Technician Repairman at the rate of Three Thousand Sixty Dollars ($3,060.00) per year.

Despatchers, First Class, at the rate of Two Thousand Nine Hundred Twenty-two Dollars ($2,922.00) per year.

Despatchers at the rate of Two Thousand Seven Hundred Ninety Dollars ($2,790.00) per year.

Chief of the Fire Department at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Battalion Chiefs at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Platoon Captains at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Fire Prevention Captain at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

GENERAL ORDINANCE NO. 2224 Continued

Captains at the rate ofThree Thousand Dollars (#3,000.00) per year
Lieutenants at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00) per year.

Master Mechanic at the rate of Three Thousand Four Hundred Eighty Dollars ($3,480.00) Per year.

Assistant Mechanic at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Firemen at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

New Firemen at the rate of Two Thousand Six Hundred ~~Dollars~~ Ten Dollars ($2,610.00) per year.

Secretary to the Fire Chief at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Traffic Engineer at the rate of Four Thousand Dollars ($4,000.00) per year

Assistant Traffic Engineer at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Secretary to the Traffic Engineer at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Draftsman at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Painter at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Helper, Weights and Measures, at the rate of Sixty Dollars ($60.00) per year.

Helper, Weighmaster, at the rate of Sixty Dollars ($60.00) per year.

Provided, however, that the salary of any fireman or policeman shall be at the rate of Two Hundred Fifteen Dollars ($215.00) per month for the first six months of his employment, and at the rate to Two Hundred Twenty Dollars ($220.00) per month for the second six months of his employment; thereafter at the rate of Two Hundred Twenty-five Dollars ($225.00) per month of his employment.

SECTION 2. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be for a calendar year and shall be paid on a semi monthly basis, and it is the intention of this Ordinance that thesalaries, compensations or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

SECTION 3. All ordinances and part of ordinances in conflict herewith are hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F. Bennett

The Ordinance was read the third time in full and on motion was now passed by the folwwing vote..... Ayes....Nine ..Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23 day of December 1946, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2224.

Paul C Wolf
President

Willis D Hite
City Clerk

Presented to the Mayor for approval on the 27 day of December 1946

Willis D Hite
City Clerk

Approved this 27th day of December 1946.

H.W.BAALS
Mayor

7PRJX

GENERAL ORDINANCE NO. 2225

An Ordinance authorizing the City of Fort Wayne, Indiana to execute a Quit Claim deed to certain Real Estate.

WHEREAS, in the year 1922 one Columbus Vrown was the owner of certain real estate in the City of Fort Wayne which was condemned and taken by said City in connection with the proceeding then pending before the Board of Public Works of said City for the opening and extension of Gumpper Avenue from Piqua Avenue to Lafayette Street; and

WHEREAS, in connection with the adjustment of the assesment and award of damages and benefits in connection with said proceedings for the opening and extension of Gumpper Avenus, it was agreed that Lot 13 Koehler's Height Addition to the City of Fort Wayne, Indian a would be given to the said Columbus Brown in exchange for the lands so condemned and taken from him; and

WHEREAS, it was believed at that time that the City of Fort Wayne could not take title to real estate in its name and accordingly a contract of ourchase was entered into between Michael H. oehler and John H.Koehler as the sellers and William Ortlieb as the nominal buyer, he being in fact the agent for the City of Fort Wayne; and

WHEREAS, such real property was subseq iently conveyed to the City of Fort Wayne as appears in Deed Record 287, page 610 of the records of the Recorders of Allen County, Indiana;
and

WHEREAS, pursuant with its agreement with the said Brown the said City of Fort Wayne, by its then Mayor, William J.Hosey, executed a deed to such real property as appears in Deed Record 287, page 610 of the records of the Recorder of Allen County, Indiana, but there does not appear to be any authorization for the execution of such dee, not is the same attested by the City Clerk of the City of Fort Wayne, Indiana;
and

WHEREAS, Columbus Brown and Mary A.Brown, husband and wife, conveyed such real property on January 23, 1942 to Robert L.Brown and Ruby L. Brown, husband and wife, the present titleholders , as appears in Deed Record 370, page 467 of the records of the Recorder of Allen County, Indiana,

NOW THEREFORE, Be It Ordered By The Common Council of the City of Fort Wayne, Indiana:

Section 1. That the City of Fort Wayne, Indiana, by and through its Mayor, is hereby authorized to,execute a quit claim deed to Robert L. Brown and Ruby L.Brown, husband and wife, for the following described real estate in Allen County, Indiana, to-wit:

Lot #13, Koehler's Heights Addition
to the ity of Fort Wayne, according
to the recorded plat thereof.

Section 2. That the Mayor of the City of Fort Wayne, Indiana be and is hereby authorized to execute the aforementioned quit claim deed to Robert L.Brown and Ruby L.Brown, husband and wife, and that said quit claim deed be attested by the City Clerk of the City of Fort Wayne Indiana.

Section 3. Thatnthis Ordinancne shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C.Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Nine. Nays ... None.

WeHereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 14 day of January 1947. by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 2225.

_____
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 17th day of January 1947

Paul L Gick
City Clerk

Approved this 17th day of January 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2226

AN ORDINANCE concerning VAC Governing Board.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That all power and authority heretofore given by ordinance or otherwise, possessed by the Governing Board of the Veterans Aid Commission shall vest wholly and entirely in the new Veterans Administrative Board, created by the Council under General Ordinance No.2221. PROVIDED HOWEVER, that said Governing Board shall, ifit so determines, remain as a standby group to render any service it determines, upon request from the aforesaid permanent Administrative Board. That any vacancies, through resignation of any of the officers or members of said Board, shall be filled by said Board in the manner it determines.

SECTION 2. This Ordinance shall be in full force and effect a from and after its passage and approval by the Mayor and legal publication thereof.

Harry M.McMillen

The Ordinance was read the third time in full and on mtion was now passed by the following vote. Ayes Eight, Bennett,Fisher,Hamm, Hart, King, Knoche, McMillen, Wolf.
Nays ....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of January 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDIANCNE NO. 2226.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 29th day of January 1947

Paul L Gick
City Clerk

Approved this 29th day of January 1947.

H.W.BAALS
Mayor

PBLX

GENERAL ORDINANCE NO. 2227

AN ORDINANCE to amend Section 17 of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, being an ordinance regulating truck and commercial vehicle traffic upon Portage Avenue and Oakdale Drive in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORTWAYE, IDDIANA:

SECTION 1. That Section 17 of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended to read as follows:

"Sec. 17. Routes for through-city trucks regulated.

It shall be unlawful for any operator of any truck driving in or through the city to drive over any street or highway in the city, excepting those designated by the highway commission of the State of Indiana, as state or federal routes or those designated by the board of public works of the city, as routes for trucks. Provided, however, this section shall not apply to the operator of any truck who loads or unloads any part of his freight or material in the city.

"The board of public works of the city is hereby required and directed to place on each federal and state highway at the city limits a sign that must be legible for at least fifty feet informing operators of trucks that it is unlawful to drive any truck over any street or highway in the city, except those designated as truck routes.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for deliverery purposes, over and across Portage Avenue from Taylor Street to Freeman Street in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Pakdale Drive from Broadway to Hoagland Avenue in the City of Fort Wayne, Indiana."

SECTION 2. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 3. That this ordinance shall be in full force and effect from after its passage, approval by the Mayor, and legal publication thereof.

Frank W King Jr.

The Ordinance was read the third time in full and on motion was now passed bynthe following vote Ayes....Seven. Bennett,Fisher,~~Maxxx~~Hart,King, Knoche,McMillen,Spiegel Wolf. Nays...~~X~~One Hamm.

WE hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of February 1947, by a majority vote of all memebers, ~~did~~ct, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2227

President

Paul L Gick
City Clerk

Presented to theMayor for approval on the 17th day of February 1947.

Paul L Gick
City Clerk

Approved this 17th day of February 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2228

AN ORDINANCE naming a piece of ground fifty (50') feet in width and lying directly east of Lot number twenty-two (22) Park View Terrace Addition and Lot number sixty-two (62) Wiebke Homestead Addition, and extending from the north property line of Sheridan Court north to the south property line of Foster Parkway, Kimmel Drive in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

Section 1. That the piece of ground fifty (50') feet in width and lying directly east of Lot number twenty-two (22) Park View Terrace, an addition to the City of Fort Wayne, and Lot number sisty-two (62) Wiebke Homestead Addition to the City of Fort Wayne, and extending from the north property line of Sheridan Court north to the south property line of Foster Parkway, said piece of ground having been dedicated for street purposes, without being named, and being a street abd public highway in the City of Fort Wayne, Indiana, be and is hereby named Kimmel Drive.

Sec 2. That this prdinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes Eight. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11th day of February 1947, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO 2228.

_____

Paul L Gcik
City Clerk

Presented to the Mayor for approval on the 17th day of February 1947.

Paul L Gick
City Clerk

Approvedcthis 17th day of February 1947.

H.W.BAALS
Mayor

2PBJX

GENERAL ORDINANCE NO.2229

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on the 13th day of May, 1939, by deed recorded in Deed Record 361, page 556, in the office of the Recorder of Allen County, Indiana, John A.Brewer, Auditor, conveyed the following described real estate, to-wit:

Lots Twenty-eight (28) Twenty-nine (29) Thirty-six (36), Forty-three (43) Forty-four (44) and Forty-five (45) in Westwood Extended Addition to the City of Fort Wayne, according to the recorded plat thereof,

to "Louis F.Crosby, City Controller," in satisfaction of delinquent assessments in the aggregate amount of Four Hundred Thirty-eight Dollars and sixty-seven cents ($438.67); and,

WHEREAS, on said date of sale there were delinquent unpaid taxes against the aforementioned lots in the approximate amount of Two Thousand Dollars ($2,000.00); and,

WHEREAS, on January 11, 1940, Herbert Sauerteig, Receiver for Northern Finance by Receiver's Deed appearing in Deed Record 364, page 54, in the office of the Recorder of Allen County, Indiana, conveyed the aforementioned lots to O.E.Fuelber; and,

WHEREAS, on February 6, 1940. q uiet title preceedings were instituted by O.E.Fuelber against Gladys Tilden, et al, including Louis F.Crosby, City Comptroller, q uieting title to the aforementioned described real estate; and,

WHEREAS, on March 11, 1940, a quiet title decree was entered in Superior Order Book 104, page 531, quieting title on O.E.Fuelber to the aforementioned describe real estate; and,

WHEREAS, the aforementioned described real estate has been sold by the Auditor of Allen County, Indiana, for delinquent taxes; and,

WHEREAS, the City of Fort Wayne, Indiana, has determined that it has no interest in the aforementioned described real estate by virtue of the quiet title proceedings and delinquent tax sales; and,

WHEREAS, it is the desire of the City of Fort Wayne, Indiana, to clear the title to said aforementioned described real estate and quitclaim ant interest it may have in said real estate.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to the following described real estate, to-wit:

Lots Twenty-eight (28), Twenty-nine (29) Thirty-six (36) Forty-three (43), Forty-four(44), and Forty-five (45) in Westwood Extended Addition to the City of Fort Wayne, according to the recorded plat thereof,

in consideration of One Dollar($1.00) and other valuable consideration,.

SECTION 2. That this Ordinancne shall be in full force and effect fromand after its passage and approval by the Mayor.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes----------Eight-------Nays ---None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 25th day of March 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2229.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 27th day of March 1947

Paul L Gick
City Clerk

A pproved this 27th day of March 1947.

H.W.Baals
Mayor

General Ordinance No. 2230

A n Ordinancne ratifying and approving a contract and agreement made and entered into by and between John Dehner, Inc, a corporation organized and existing under the laws of the State of Indiana, of Fort Wayne,Indiana, and the CITY OF FORT WAYNE, Allen County, Indiana, acting by and through its Board of Public Works.

WHEREAS, on the 20th day of March 1947, JOHN DEHNER, INC,, a corporation organized and existing under the laws of the State of Indiana, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the construction of a system of interceptor sewers and appurtenances located in then North Highlands Area in the northwest part of the City of Fort Wayne, Indiana, Contract No.40, which contract is in the follwoing words and figures to-wit:

CONTRACT FOR

NORTH HIGHLANDS AREA INTERCEPTOR SEWERS
FOR THE
CITY OF FORT WAYNE, INDIANA
CONTRACT NO. 40.

-:-:-:

Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana of 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specifications and Conditions
6. Detailed Specifications
7. Construction Drawings
8. Tjis Contract

In the event that any provision in any of the above component parts of this contractm conflicts with any provision in any other of the component parts, the fugured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differtly on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE V CONTRACT PRICE

ITEM NO.	DESCRIPTION AND APPROXIMATE QUANTITY	ITEM EXTENSION
1.	For furnishing and installing complete in place 1386. 0 lineal feet of 42 inch pipe sewer, with mortat joints, at the following unit price per lineal foot-Nine Dollars and Thirty Cents ($9.30)	$12,889.80
2.	For furnishing and installing complete in place 5.0 lineal feet of 30 inch pipe sewer, at Manhole Sta. 14+ 06. with mortar joints at the following unit price per lineal foot- Six Dollars and Eighty Cents ($6.80)	34.00
3.	For furnishing and installing complete in place 30.0 lineal feet of 24"inch pipe sewer with mortar joints at the following unit price per lineal foot- Six Dollars and Seventy Cents ($6.70)	201.00
4.	For furnishing and installing complete in place, including Manhole Frams and Covers,(5.0) Standard Manholes Type III, forsewers 12 inches to 48 inches inclusive, at the following unit price each- Two Hundred Twenty Dollars ($220.00)	1,100.00
5.	For furnishing and installing complete in place 3.0 standard concrete catch basins including 3 feet of pipe and one 90 degree bend at the following unit price each- Two Hundred Twenty Dollars($220.00)	660.00
6.	For furnishing all material and labor and connecting complete in place 5.0 existing manhole connections to existing brick or standard brick manhole, at the following unit price each- Fifty-eight Dollars ($58.00)	290.00
7.	For furnishing all labor and materials and installing complete in plade 5.0 standard concrete manhole connections to standard concrete manholes, at the following unitprice per connection-Fifty-eight Dollars ($58.00)	290.00
8.	For furnishing and installing compltete in place the necessary extra excavation and 3 inch sand bedding for pipe, when ordered and according to computed values, ± table sheet D-5, Dr No.Sy-10098, 500.0Cy at thefollowing Unit price per cubic yard- Two Dollars and Twenty-five Cents ($2.25)	1,125.00
9.	For furnishing all materials and placing complete in place 25.0 square yards of sheet asphalt pavement replacement of 7 inches concrete and 1 1/2 inches asphalt at the following unit price per square yard-Six Dollars and Fifty Cents ($6.50)	162.50

GENERAL ORDINANCE NO.2230 CONTINUED

Item No.	Description and Approximate Quantity	Item Extension
10.	For furnishing all materials and installing complete in place 25.0 square feet of sidewalk st the following unit price per square foot- Forty-five Cents ($.45)	$ 11.25
11.	For furnishing all labor and materials and replacing complete in place 10.0lineal feet of concrete curb at the following unit price per lineal foot- One Dollar and Eighty Cents ($1.80)	18.00
12.	For furnishing all materials and placing complete in place when ordered 100.0 cubic yards of gravel backfill at the following unit price per cubic yard- One Dollar and Twenty-five Cents ($1.25)	125.00
13.	For additional excavation when ordered 5.0 cubic yards at the following unit price per cubic yard- One Dollar ($1.00)	5.00
14.	For sheeting left in place, including bracings, when ordered 1000.0 board feet at the following unit price per board foot- Eight Cents ($.08)	80.00
	Total of Item Extensions	$16,991.55

Work performed as herein used is interpreted to include materials for the project which are suitably stored at the site of the project.

ARTICLE VI. PAYMENT FOR SERVICES, MATERIALS AND EQUIPMENT BY CONTRACTOR

The Contractor shall pay: (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which services are rendered; (2) for all materials, tools and other expendable equipment to the extent of ninety per cent (90%) of the cost thereof, not later than the (20th) day of the calendar month following that in which such materials tools and equipment are delivered at the site or the day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and (3) to each of Subcontractors not later than the fifth (5th) day following each payment to the Contractor on account of the owrk performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VII. RESTORATION OF HAMILTON PARK

The Contractor agrees to the early restoration of Hamilton Park,through which a large part of the sewer is being built. The restoration shall be in accordance with the standards as set forth by the Board of Park Commissioners' Engineer, and the Contractor shall comply with said standards as will produce a satisfactory job, free from settlement of trnches, and restoration of turf as directed by the Engineer.

ARTICEL VIII. APPROVAL BY THE COMMON COUNCIL

This contract, although executed on bahalf of the City by its Mayor and by the Baord of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council ofsaid City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: H.W.BAALS
H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G. BEAMS
ROBERT G BEAMS

FRED W.MENZE
FRED W. MENZE
JOHN H JOHNSON
JOHN H. JOHNSON

JOHN DEHNER, INC
BY: JOHN DEHNER
PRESIDENT

Attest:
HELEN W SWEET
HELEN W. SWEET SECRETARY
Approved as to form and legality:
WALTER E. HELMKE CITY ATTORNEY

GENERAL ORDINANCE CONTINUED NO.2230

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION1. That the foregoing contract made and entered into by and between JOHN DEHNER, INC, and the CITY OF FORT WAYNE, for the construction of a system of interceptor sewers and appurtenances located in the North Highlands Area in the northwest part of the City of Fort Wayne, Indiana, Contract No. 40, which contract and agreement is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinannne shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M.McMillen

The Ordinance was read the third time in full and on motion was noe passed by the following vote. Ayes Nine ...Nays None.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 8th day of April 1947, by a majority vote of all memebers elect, did pass the ordinancne hereunto attached and known as GENERAL ORDINANCE NO. 2230.

Arno C Speigel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 12 day of April 1947

Paul L Gick
City Clerk

Approved this 12th day of April 1947

H.W.BAALS
Mayor

GENERAL,ORDINANCE NO. 2231

AN ORDINANCE authorizing the Board of Publ Safety of the City of Fort Wayne, Indiana, to make certain transfers of funds in the 1947, budget of the Board of Public Safety of the City of Fort Wayne, Indiana.
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Tha the Board of Public Safety of the City of Fort Wayne, Indiana, be and is hereby authorized to make the following transfer of funds in the 1947 budget of the Board of Public Safety of the City of Fort Wayne, Indiana, to-wit:

Transfer from Item 7111, Building and Fixed Equipemant Account, to Item 262, Traffic Sur vey and Engineering Fund.....$1,000.00

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNERR

The ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes....Nine ...Nays. None.

We Hereby Certify, The the Common Council of the City of Fort Wayne Indianat a regular meeting held on the 8 day of April 1947, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2231.

ARNO C SPIEGEL
President

PAUL L GICK
City Clerk

Presented to the Mayor for approvalon the 12th day of April 1947.

Paul L Gick
City Clerk

Approved this 12th day of April 1947.

H.W.BAALS
Mayor

PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA

Contract and Agreement

FOR MEMBERSHIP IN FUND BY A MUNICIPALITY

This agreement made this 15th day of January, 1947, by and between the City of Fort Wayne Utilities hereinafter referred to as the Municipality, and the Board of Trustees of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA, hereinafter referred to as the Board, witnesseth:

WHEREAS the Municipality did upon the 10th day of October, 1946, elect to participate in the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA (hereinafter referred to as the Fund), and

WHEREAS the Board did upon the 10th day of October, 1946, accept and approve the membership of the Municipality in the Fund, and

WHEREAS immediately upon such Municipality becoming a member of said Fund, a reserve deficiency in the Fund arose with respect to the benefits accruing to the employees of such Municipality for prior service, which reserve deficiency is determined to be in the amount of Two hundred eighty-one thousand five hundred thirty-two & 74/100 dollars, ($281532.74) said deficiency being due and payable as set out in the following schedule:

Prior Service Reserve Deficiency

Due for year 1947	$ 134,9[illegible]	Due for year 1965	$ 845.94
Due for year 1948	[illegible]	Due for year 1966	466.34
Due for year 1949	26,0[illegible]	Due for year 1967	338.71
Due for year 1950	8,52[illegible]	Due for year 1968	175.92
Due for year 1951	[illegible]	Due for year 1969	123.49
Due for year 1952	[illegible]	Due for year 1970	76.01
Due for year 1953	[illegible]	Due for year 1971	37.39
Due for year 1954	[illegible]	Due for year 1972	37.39
Due for year 1955	[illegible]	Due for year 1973	37.39
Due for year 1956	[illegible]	Due for year 1974	37.39
Due for year 1957	[illegible]	Due for year 1975	37.39
Due for year 1958	[illegible]	Due for year 1976	37.39
Due for year 1959	[illegible]	Due for year 19____	
Due for year 1960	[illegible]	Due for year 19____	
Due for year 1961	1,592.32	Due for year 19____	
Due for year 1962	1,363.68	Due for year 19____	
Due for year 1963	1,363.68	Due for year 19____	
Due for year 1964	1,161.55		
		Total	$ 281,532.74

WHEREAS the said Municipality and the Board of Trustees desire to make arrangements for eliminating part of the above prior service deficiency falling due during the first Pirteen (15) years of membership, under and pursuant to Section 2[illegible] of Chapter 340 of the Acts of the 84th Regular Session of the General Assembly of Indiana (1945).

SAMPLE COPY

NOW, THEREFORE, the said Municipality hereby promises and agrees to pay into said Fund, in addition to the contributions required by said Act for membership service, the sum of Two hundred seventy-five thousand three ninety-three .08/100 Dollars, ($275,393.08), which amount is the total due for prior service deficiency reserve for years 1947 to 1961, inclusive, to be paid in installments, together with interest upon any unpaid balances from time to time existing, at the rate of 2½% per annum, payable semi-annually upon the due date of the respective principal payments, which principal payments are to be made as follows, to wit:

The sum of Nine thousand one hundred seventy nine and .77/100 ($9,179.77), within sixty days after the date hereof.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st. day of September, 1947.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st. day of March, 1948.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of September, 1948.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of March, 1949.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of September, 1949.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of March, 1950.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of September, 1950.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of March, 1951.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of September, 1951.

The sum of Nine thousand and one hundred seventy-nine and .77/100 dollars ($9,179.77), upon the 1st day of March, 1952.

and a like amount o n each September 1st and March 1st until September 1st, 1961.

Thereafter, the Municipality agrees to and shall pay to the Fund annually in advance upon receipt of notice from the Fund the amounts set forth in the foregoing schedule of prior service reserve deficiency.

PROVIDED, HOWEVER, that if for any reason the Actuary of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA shall determine that the total amount of said payment on account of prior service credits, shall be too large, because of the death of present employes, or severance from service, or any other reason, then the Municipality shall be entitled to receive credit for said excess, which credit shall be applied against the amounts due or becoming due thereafter.

Membership Service

Said Municipality further agrees to pay to the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA, within thirty (30) days after receipt of notice, the amount due for the preceding six-months' period. Membership service shall be based on the schedule adopted from time to time by the Board of Trustees. The present such schedule being as follows:

SCHEDULE OF LEVEL ANNUAL PREMIUMS FOR RETIREMENT AT AGE SIXTY-FIVE

At 1% Per Year of Average Annual Salary

Cost per $100.00 of Annual Salary — For Membership Service

Age began Employment or Membership	Annual Premiums Male	Annual Premiums Female	Age began Employment or Membership	Annual Premiums Male	Annual Premiums Female
25	$ 2.8680	$ 3.6600	45	$ 6.5640	$ 8.1360
26	3.0303	3.8699	46	6.7412	8.3391
27	3.1996	4.0774	47	6.9174	8.5374
28	3.3707	4.2957	48	7.0924	8.7329
29	3.5496	4.5144	49	7.2672	8.9264
30	3.7275	4.7390	50	7.4415	9.1185
31	3.9134	4.9674	51	7.6160	9.3100
32	4.1019	5.1975	52	7.7935	9.5030
33	4.2912	5.4304	53	7.9728	9.6960
34	4.4826	5.6668	54	8.1554	9.8901
35	4.6740	5.9010	55	8.3420	10.0880
36	4.8691	6.1364	56	8.5338	10.2888
37	5.0624	6.3700	57	8.7312	10.4928
38	5.2569	6.6015	58	8.9341	10.7016
39	5.4496	6.8328	59	9.1428	10.9146
40	5.6400	7.0600	60	9.3580	11.1315
41	5.8296	7.2816	61	9.5784	11.3520
42	6.0168	7.5026	62	9.8100	11.5815
43	6.2018	7.7176	63	10.0526	11.8204
44	6.3840	7.9275	64	10.3075	12.0695

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date above mentioned.

ATTEST:

_____
Clerk

By _____
Title

Board of Trustees of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA

J. Dwight Peterson

H. E. Abbott

_____

_____

_____
Members

ATTEST:

Russ Teckmeyer
Executive Secretary

PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA

Contract and Agreement

FOR MEMBERSHIP IN FUND BY A MUNICIPALITY

This agreement made this 15th day of January, 19~~47~~, by and between the Fort Wayne Civil City hereinafter referred to as the Municipality, and the Board of Trustees of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA, hereinafter referred to as the Board, witnesseth:

WHEREAS the Municipality did upon the 10th day of October, 19~~46~~, elect to participate in the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA (hereinafter referred to as the Fund), and

WHEREAS the Board did upon the 10th day of October, 19~~46~~, accept and approve the membership of the Municipality in the Fund, and

WHEREAS immediately upon such Municipality becoming a member of said Fund, a reserve deficiency in the Fund arose with respect to the benefits accruing to the employes of such Municipality for prior service, which reserve deficiency is determined to be in the amount of ~~four hundred thirty-four 26~~ Four hundred and sixty thousand 100 dollars, ($~~460,934.26~~) said deficiency being due and payable as set out in the following schedule:

Prior Service Reserve Deficiency

Due for year 19~~47~~	$ 223,124.~~21~~	Due for year 19~~65~~	$ 2,805.40
Due for year 19~~48~~	2~~4~~,~~0~~~~8~~.96	Due for year 19~~66~~	2,253.51
Due for year 19~~49~~	2~~6~~,~~8~~~~6~~~~6~~.~~7~~	Due for year 19~~67~~	1,680.39
Due for year 19~~50~~	~~2~~,~~5~~~~5~~~~1~~.~~7~~~~9~~	Due for year 19~~68~~	1,509.84
Due for year 19~~51~~	~~3~~~~2~~,~~1~~~~3~~~~1~~.~~5~~~~9~~	Due for year 19~~69~~	1,036.67
Due for year 19~~52~~	1~~9~~,~~8~~~~9~~~~8~~.~~9~~	Due for year 19~~70~~	796.51
Due for year 19~~53~~	~~1~~~~5~~,~~1~~~~5~~~~7~~.~~2~~~~2~~	Due for year 19~~71~~	711.98
Due for year 19~~54~~	1~~3~~,~~6~~~~1~~~~4~~.~~9~~~~3~~	Due for year 19~~72~~	565.94
Due for year 19~~55~~	~~1~~,~~8~~~~1~~~~2~~.~~8~~~~3~~	Due for year 19~~73~~	505.23
Due for year 19~~56~~	1~~0~~,~~1~~~~4~~~~2~~.~~5~~~~6~~	Due for year 19~~74~~	362.41
Due for year 19~~57~~	~~8~~,~~7~~~~0~~~~2~~.~~0~~~~9~~	Due for year 19~~75~~	332.85
Due for year 19~~58~~	~~3~~,~~5~~~~2~~~~1~~.~~5~~~~1~~	Due for year 19~~76~~	199.63
Due for year 19~~59~~	~~7~~,~~8~~~~5~~~~6~~.~~6~~~~1~~	Due for year 19~~77~~	171.35
Due for year 19~~60~~	~~6~~,~~1~~~~4~~~~9~~.~~4~~~~6~~	Due for year 19~~78~~	139.25
Due for year 19~~61~~	5,337.33	Due for year 19~~79~~	139.25
Due for year 19~~62~~	~~4~~,~~7~~~~3~~~~2~~.~~9~~~~0~~	Due for year 19~~80~~	109.95
Due for year 19~~63~~	~~3~~,~~7~~~~7~~~~0~~.~~7~~~~0~~	Due for year 19~~81~~	355.70
Due for year 19~~64~~	3,115.77	Total	$~~460,934.26~~

WHEREAS the said Municipality and the Board of Trustees desire to make arrangements for eliminating part of the above prior service deficiency falling due during the first fifteen years of membership, under and pursuant to Section 2~~8~~ of Chapter 340 of the Acts of the 84th Regular Session of the General Assembly of Indiana (1945).

SAMPLE COPY

NOW, THEREFORE, the said Municipality hereby promises and agrees to pay into said Fund, in addition to the contributions required by said Act for membership service, the sum of four hundred thirty-five thousand six hundred thirty-nine 03/100 Dollars, ($ 435,639.03, which amount is the total due for prior service deficiency reserve for years 1947 to 1961, inclusive, to be paid in installments, together with interest upon any unpaid balances from time to time existing, at the rate of 2½% per annum, payable semi-annually upon the due date of the respective principal payments, which principal payments are to be made as follows, to wit:

The sum of fourteen thousand, five hundred twenty-one and 03/100 dollars ($ 14,521.30, within sixty days after the date hereof.

The sum of fourteen thousand, five hundred twenty-one and 03/100 dollars ($ 14,521.30 upon the 1st day of September, 19 47.

The sum of fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of March, 19 48.

The sum of fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of September, 19 48.

The sum of fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of March, 19 49.

The sum of Fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of September, 19 49.

The sum of fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of March, 19 50.

The sum of fourteen thousand, five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of September, 19 50.

The sum of fourteen thousand five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of March, 19 51.

The sum of fourteen thousand five hundred twenty one and 03/100 dollars ($ 14,521.30, upon the 1st day of September, 19 51.

The sum of fourteen thousand, five hundred twenty one and 03/1000 dollars ($ 14,521.30, upon the 1st day of March, 19 52.

and a like amount on each September 1st and March 1st until September1, 1961

Thereafter, the Municipality agrees to and shall pay to the Fund annually in advance upon receipt of notice from the Fund the amounts set forth in the foregoing schedule of prior service reserve deficiency.

PROVIDED, HOWEVER, that if for any reason the Actuary of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA shall determine that the total amount of said payment on account of prior service credits, shall be too large, because of the death of present employes, or severance from service, or any other reason, then the Municipality shall be entitled to receive credit for said excess, which credit shall be applied against the amounts due or becoming due thereafter.

Membership Service

Said Municipality further agrees to pay to the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA, within thirty (30) days after receipt of notice, the amount due for the preceding six-months' period. Membership service shall be based on the schedule adopted from time to time by the Board of Trustees. The present such schedule being as follows:

SCHEDULE OF LEVEL ANNUAL PREMIUMS FOR RETIREMENT AT AGE SIXTY-FIVE

At 1% Per Year of Average Annual Salary

Cost per $100.00 of Annual Salary — For Membership Service

Age began Employment or Membership	Annual Premiums Male	Annual Premiums Female	Age began Employment or Membership	Annual Premiums Male	Annual Premiums Female
25	$ 2.8680	$ 3.6600	45	$ 6.5640	$ 8.1360
26	3.0303	3.8699	46	6.7412	8.3391
27	3.1996	4.0774	47	6.9174	8.5374
28	3.3707	4.2957	48	7.0924	8.7329
29	3.5496	4.5144	49	7.2672	8.9264
30	3.7275	4.7390	50	7.4415	9.1185
31	3.9134	4.9674	51	7.6160	9.3100
32	4.1019	5.1975	52	7.7935	9.5030
33	4.2912	5.4304	53	7.9728	9.6960
34	4.4826	5.6668	54	8.1554	9.8901
35	4.6740	5.9010	55	8.3420	10.0880
36	4.8691	6.1364	56	8.5338	10.2888
37	5.0624	6.3700	57	8.7312	10.4928
38	5.2569	6.6015	58	8.9341	10.7016
39	5.4496	6.8328	59	9.1428	10.9146
40	5.6400	7.0600	60	9.3580	11.1315
41	5.8296	7.2816	61	9.5784	11.3520
42	6.0168	7.5026	62	9.8100	11.5815
43	6.2018	7.7176	63	10.0526	11.8204
44	6.3840	7.9275	64	10.3075	12.0695

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date above mentioned.

_____

By _____
Title

ATTEST:

_____
Clerk

Board of Trustees of the PUBLIC EMPLOYES' RETIREMENT FUND OF INDIANA

J. Dwight Peterson

H.E. Abbott

_____

_____

_____
Members

ATTEST:

Ross Teckemeyer
Executive Secretary

GENERAL ORDINANCE NO. 2232

AN ORDINANCE authorizing the execution of certain contracts with the Public Employees Retirement Fund of Indiana, and any revisions thereof, as provided by State Law.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Sectionl. The comptroller of the City of Fort Wayne is hereby authorized to execute on behalf of the civil City of Fort Wayne, and the City Utilities, two certain contracts executed and tendered by the Board of Trustees of the Public Employees Retirement Fund of Indiana, said contracts being in the following words and figures, to-wit:

SAMPLE COPY OF PUBLIC EMPLOYES RETIREMENT FUND OF INDIANA
FOR MEMBERSHIP IN FUND BY A MUNICIPALITY ENCLOSED

Section 2. The Comptroller of the City of Fort Wayne is hereby authorized to execute any revisions of said contracts as provided by the Laws of the State of Indiana, provided the Comptroller of the City of Fort Wayne shall immediately, upon the execution of any revision, notify the Common Council of the City of Fort,Wayne, in writing, toegether with a copy of any such revision.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes: Bennett, Fisher, Hamm, Hart, King, Knoche, McMillen, Speigel, Wolf.
Nays: None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8 day of April 1947, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 2232.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 12th day of April 1947

Paul L Gick
City Clerk

Approved this 12th day April 1947

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2233

AN ORDINANCE amending Article I, Section 1; Article IV, Section 48; Article IV, Section 53; Article IV,, Section 63; Article IV, Section 64, and Article IV, Section 65; and adding Section 70 (a), Section 70 (b), and Section 70 (c), to Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, known as the Traffic Code.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 1 of Article I of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

"SEC. 1 DEFINITIONS.

Wherever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

AUTHORIZED EMERGENCY VEHICLE. Vehicles of the fire department (fire Patrol) police vehicles and such ambulances and emergency vehciles of municipal departments or public service corporations are as designated or authorized by the chief of police.

BUS LOADING ZONE. A space adjacent to a curb for the exclusive use of busses during the loading or unloading of passengers.

CONGESTED DISTRICT. The terms congested district within the meaning of this chapter shall constitute all that part of the City included within the northline of Superior Street on the north, the east line of Lafayette Street on the east, the south line of Holman Street and Brackenridge Street on the south and the west line of Ewing Street on the west.

CROSSWALK. That portion of a roadway ordinarily included with the prolongation or connection of curb and property lines at roadway clearly indicated for pedestrian crossing by lines or other markings on the surface.

INTERSECTION. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then of the lateral boundary lines of two or more streets or highways which join one another at an angle, whether or not one such street or highway crosses the other.

MOTOR VEHICLE. Every vehicle, as herein defined, which is self-propelled.

OFFICIAL TRAFFIC SIGNALS. All signals, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction, for the purpose of directing, warning or regulating traffic.

OFFICIAL TRAFFIC SIGNS. All signs, markings and devices, other than signals, not inconsistent with this chapter, placed or erected by authority of a,public body or official having jurisdiction, for the purpose of guiding, directing, warning or regulating traffic.

OPERATOR. Any person who is actual control of a vehicle.

PARK. When prohibited, means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in loading or unloading.

PEDESTRIAN. Any person afoot.

POLICE OFFICER. Every officer of the municipal police department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD OR DRIVEWAY. Every road or driveway not open to the use of the public for purpose of vehicular travel.

RIGHT OF WAY, The privilege of the immediate use of the street or highway.

ROADWAY. That portion of a street ir highway between the regular established curb lines or that part improved and intended to be used for vehicular travel.

SAFETY ZONE. The area of space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is makred or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK. That portion of a street between the curb lines and the adjacent property lines.

STREET OR HIGHWAY. Every way set apart for public travel, except foot paths.
STREETCAR. Every device traveling exclusively upon rails when upon or crossing a street, other than cars or trains propelled or moved by steam.
STOP. When required, means complete cessation of movement.
STOP, DTOPPING, OR STANDING. When prohibited, means any stopping or standing of a vehilce whether occupied or not, except when necessary to avoid conflict with other traffic, or in compliance with the direction of a police officer, or traffic control signal, or sign.
TAXI STANDS. A space adjacent to a curb reserved for the exclusive use of taxi-cabs.
TRAFFIC. Pedesttrians, ridden or herded animals, vehicles,streetcars and other conveyances either singly or together while using any street for purposes of travel.
TRAFFIC CONTROL SIGNAL. Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed.
TRUCK LOADING ZONES. A Space adjacent to a curb reserved for the exclusive use of trucks during the loading or unloading of freight.
VEHICLE, Every device in, upon, or by which any person or property is or mat be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks."
SECTION 2. That Section 48 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amneded to read as follows:
"SEC. 48. PROHIBITED IN SPECIFIED PLACES.
It shall be unlawfull for the operator of a vehicle to stop, stand or park such vehilce in any of the following places, except when necessary to avoid conflictt with other traffic or in compliance with the directions of a police officer or traffic control sign or signal:

(1) Within an intersection,
(2) On a crosswalk.
(3) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the board of public safety shall indicate a different length by signs or makrings.
(4) Within twenty-five feet from the intersection of curb lines, or, if none, then within fifteen feet of the intersection of property lines at an intersection, except at alleys.
(5) Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of the roadway.
(6) Within fifteen feet of the driveway entrance to any fire station.
(7) Within fifteen feet of a fire hydrant.
(8) In front of a private driveway.
(9) On a sidewalk.
(10) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
(11) On the roadway side of any vehilce stopped or,parked at the right-hand edge or curb of street.
(12) At any place where official traffic signs have been erected prohibiting standing or parking.
(13) Within fifty feet of the nearest rail of a stream or interurban railway crossing.
(14) Between a regularly established sidewalk and the curb line of any street or roadway.
(15) In a corner restriction zone.
(16) In a bus or trolley coach zone (except a person driving a bus or trolley coach).
(17) In a truck zone (except a person driving a truck).
(18) In a taxi stand zone (except a person driving a taxi."

SECTION 3. That Section 53 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as dollows:
"SEC 53. PASSENGER AND LOADING ZONES; USE RESTRICTED.
BUS ZONES. The following bus zones are established as shown in Schedule V (a).
TRUCK ZONES. The following truck zones are established as shown in Schedule V (c).
PASSENGER LOADING ZONES. The following passenger loading zones are established as shown in Schedule V (a).
TAXI CAB STANDS. The following taxi cab stands are established as shown in Schedue V (d)."

SECTION 4. That Section 63 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:
"SEC 63. THIRTY-MINUTE PARKING BETWEEN 7:)) A.M. AND 6:00 P.M.

PARKING TIME LIMITED ON CERTAIN STREETS. When signs have been erected in each block giving notice thereof, no person shall park a vehicle longer than thirty (30) minutes at any time between the hours of 7:00 A.M. and 6:)) P.M. on any day except Sundays and public holidays within the district, or upon any of the streets described in Schedule VI attached to and made a part of this ordinance."

SECTION 5. That Section 64 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

SECTION 64. ONE-HOUR PARKING BETWEEN 7.00 A.M. AND 6:00 P.M.

PARKING TIME LIMITED ON CERTAIN STREETS. When signs have been erected in each block giving notice thereof, no person shall park a vehicle longer than sixty (60) minutes at any time between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sundays and public holidays within the district, or upon any of the streets described in Schedule VII attached to and made a part of this ordinance."

SECTION 6. That Section 65 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

"SEC 65. NINETY-MINUTE PARKING BETWEEN 7:00 A.M. AND 6:00 P.M.

PARKING TIME LIMITED ON CERTAIN STREETS. When signs have been erected in each block giving notice thereof, noperson shall park a vehicle longer than ninety (90) minutes at any time between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sundays and public holidays within the district, or upon any of the streets described in Schedule VIII attached to and made a part of this ordinance."

SECTION 7. That Section 70 (a) to Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be added and made ato read as follows:

"SEC. 70(a). PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

When signs are ecreted in each block giving notice thereof, no person shall park a vehicle between the hours specified in Schedule IV of any day except Sundays and public holidays within the district, or upon any of the streets described in said Schedule IV attached to and made a part of this ordinance."

SECTION 8. That Section 70 (b) to Article IV of Chapter 31 of the MunicipalCode of the City of Fort,Wayne, Indiana, 1946, be added and made to read as follows:

"SEC. 70 (b) STOPPING, STANDING, OR PARKING DURING CERTAIN HOURS ON CERTAIN STREETS.

When signs are erected in each block giving notice thereof no person shall stop, stand or park a vehicle between the hours specified in Schedule Vb of any day within the district or upon any of the streets dexribed in said Schedule V (b) attached to and made a part of this ordinance."

SECTION 9. That Section 70 (c) to Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be added and made read as follows:

"SEC 70 (c), IDENTIFICATION FOR LOCATIONS OF RESTRICTIONS.

For the purpose of idenifying locations of restrictions the following form shall be uniformly used:
30, 60, 90 minute restrictions are to be thusly:

Street	From	To

SECTION 10. That this ordinan ce shall be in full forve and effect from and after its passage and approval by the Mayor, and legal publication thereof.

Paul C Wolf

SCHEDULE IV

(This Applies to Section 70a)

When signs are erected givingin notice thereof no person shall park a vehicle between the hours specified herein within the district or upon any of the streets or parts of streets between the hours of 3P.M. and 6P.M., as follows:

Street	Side		From		To
Spperior St.	South Side	From	Harrison St.	To	Barr St.
Columbis St.	South Side	From	Harriosn St.	To	Barr St.
Berry St.	South Side	From	Harrison St.	To	Lafayette St.
Wayne St.	North Side	From	Webster St.	To	Lafayette St.
Washington Blvd.	North Side	From	Fairfield Ave.	To	Clay St.
Jefferson St.	North Side.	From	Harrison St.	To	Calhoun St.
Jefferson St.	South Side.	From	Webster St.	To	Lafayette St.
Harrison St.	East Side	From	Douglas Ave.	To	Superior St.
Calhoun St.	Both Sides	From	Penn. R.R.	To	SuperiorSt.
Clinton St.	West Side	From	Brackenridge St.	To	Murray St.
Clinton St.	East Side	From	Brackendrige St.	To	Superior St.
Barr St.	West Side	From	Jefferson St.	To	Superior St.
Lafayette St.	West Side	From	Brackenridge St.	To	Main St.

SCHEDULE V (a)

(This Applies to Section 53)

(a) When signs are erected giving notice thereof no person shall stop, stand, or park a vehicle, other than a trolley coach or motor bus, on any day within the district or upon any of the streets or parts of streetsxas follows:

Street	Side	From		To	
Main St	North Side	From	Harrison St.	To	Calhoun St.
Main St.	South Side	From	Harrison St.	To	Harmony Ct.
Main St.	South Side.	From	Calhoun St.	To	Court St.
Main St.	South Side	From	Fairfield Ave.	To	80 Feet West
Main St.	North Side	From	Fairfield Ave.	To	80 feet East
Main St.	South Side	From	Ewing St.	To	80 feet West
Main St.	North Side	From	Ewing St.	To	80 Feet East
Main St.	North Side	From	Webster St.	To	67 feet East
Main St.	North Side	From	Clinton St.	To	80 feet East
Main St.	North Side	From	Barr St.	To	85 feet East
Main St.	South Side	From	Webster St.	To	75 feet East
Main St.	South Side	From	Barr St.	To	80 feet West
Main Stl	South Side	From	Lafayette St.	To	86 feet West
Main St.	South Side	From	Clay St.	To	95 feet West
Calhoun St.	West Side	From	Baker St.	To	Allen North
Calhoun St.	West Side	From	Brackenridge St.	To	Alley North
Calhoun St.	West Side	From	Douglas Ave.	To	Lewis St.
Calhoun St.	West Side	From	Jefferson St.	To	Allen North of Washington Blvd.
Calhoun St.	West Side	From	Wayne St.	To	Alley North
Calhoun St.	West Side	From	Berry St.	To	Allen North of Main St.
Calhoun St.	West Side	From	Columbia St.	To	Superior St
Calhoun St.	East Side	From	Railroad St.	To	Brackenridge St.
Calhoun St.	East Side	From	Douglas Ave.	To	160 feet South
Calhoun St.	East Side	From	Lewis St.	To	160 feet South
Calhoun St.	East Side	From	Jefferson St.	To	160 feet South
Calhoun St.	East Side	From	Washington St.	To	Alley South
Calhoun St.	East Side	From	Wayne St.	To	Alley South
Calhoun St.	East Side	From	Berry St.	To	Alley South
Calhoun St.	East Side	From	Main St.	To	Columbia St.
Harrison St.	East Side	From	Superior St.	To	120 feet North
Spy Run Ave.	Both Sides	From	Superior St.	To	120 feet North
Superior St.	South Side	From	Harrison St.	To	115 feet East
Superior St.	South Side	From	Clinton St.	To	110 feet West
Superior St.	North Side	From	Clinton St	To	80 feet East
Superior St.	South Side	From	Barr St.	To	87 feet West
Superior St.	North Side	From	Barr St.	To	80 feet East
Washington St.	North Side	From	Clinton	To	80 feet East
Washington St.	North Side	From	Barr St.	To	110 feet East
Washington St.	North Side	From	Lafayette St.	To	65 feet East
Washington St.	North Side	From	Clay St.	To	80 feet East
Washington St.	South Side	From	Calhoun St.	To	120 feet East
Washington St.	South Side	From	Barr St.	To	80 feet West
Washington St.	South Side	From	Lafayette St.	To	70 feet West
Washington St.	South Side	From	Clay St.	To	90 feet West
Jefferson St.	North Side	From	Clinton St	To	70 feet West
Jefferson St.	South Side.	From	Clinton St.	To	70 feet West
Lewis St.	North Side	From	Calhoun St.	To	90 feet East
Lewis St.	North Side	From	Clinton St.	To	77 feet East
Lewis St.	South Side	From	Calhoun St.	To	Alley East
Lewis St.	South Side	From	Clinton St.	To	80 feet West
Lewis St.	South Side	From	Barr St.	To	80 feet West
Lewis St.	South Side	From	Lafayette St.		80 feet West
Lewis St.	North Side	From	Barr St.		80 feet East
Lewis St.	North Side	From	Lafayette St.		80 feet East

SCHEDULE V (b)

This Applies to Section 70 (b)

When signs are erected giving notice thereof no person shall stop, stand, or park a vehicle on any day within the district, or upon any of the streets or parts of streets as follow:

Street	Side	From	To	
Superior St.	South Side	Harrison St.	To	80 ft. West
Superior St.	North Side	From Harrison St.	To	80 Ft. East
Superior St.	North Side	From Barr St.	To	65 ft. West
Harrison St.	West Side	From Superior St.	To	80 ft. North
Harrison St.	East Side	From Superior St.	To	60 ft. South
Harrison St.	East Side	From Columbia St.	To	70 ft. South
Harrison St.	West Side	From Berry St.	To	30 ft North
Harrison St.	East Side	From Main St.	To	70 ft South
Harrison St.	East Side	From Berry St.	To	70 ft North
Harrison St.	West Side	From Wayne St.	To	60 ft North
Harrison St.	East Side	From Berry St.	To	70 ft South
Harrison St.	East Side	From Wayne St.	To	55ft South
Harrison St.	East Side	From Washington St.	To	80 ft South
Harrison St.	East Side	From Jefferson St	To	70 ft South

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Street	Side	From		to	
Columbia St.	North Side	From	Harrison St	To	77 ft East
Columbia St.	North Side	From	Clinton St.	To	75 ft East
Columbia St.	South Side	From	Clinton St.	To	75 ft West
Clinton St.	West Side	From	Main St.	To	55 ft North
Clinton St.	East Side	From	Columbia St.	To	90 ft South
Clinton St.	West Side	From	Berry St,	To	70 ft North
Clinton St.	East Side	From	Berry St.	To	75 ft South
Clinton St.	West Side	From	Washington St.	To	50 ft North
Clinton St.	East Side	From	Wayne St.	To	80 ft South
Clinton St.	East Side	From	Superior St.	To	80 ft South
Barr St.	West Side	From	Main St.	To	50 ft North
Barr St.	West Side	From	Berry St.	To	95 ft North
Barr St.	East Side	From	Berry St.	To	70 ft South
Barr St.	West Side	From	Washington St.	To	80 ft North
Barr St.	East Side	From	Washington St.	To	70 ft South
Barr St.	West Side	From	Jefferson St.	To	50 ft South
Calhoun St.	East Side	From	Superior St.	To	45 ft South
Calhoun St.	East Side	From	Main St.	to	60 ft South
Calhoun St.	West Side	From	Lewis St.	To	80 ft North
Berry St.	North Side	From	Harrison St.	To	85 ft East
Berry St.	North Side	From	Clinton St	To	90 ft East
Berry St.	South Side	From	Clinton St.	To	70 ft West
Berry St.	South Side	From	Barr St.	To	80Ft West
Berry St.	South Side	From	Lafayette St.	To	75 ft West
Main St.	South Side	From	155 ft.East of Barr St.	To	240 ft. East of Barr St.
Lafayette St.	West Side	From	Berry St.	To	75 ft North
Lafayette St.	West Side	From	Wayne St.	To	70 ft North
Lafayette St.	East Side	From	Berry St.	To	80 ft South
Lafayette St.	West Side	From	Washington St.	To	70 ft North
Ewing St.	West Side	From	Wayne St.	To	60 ft North
Wayne St.	North Side	From	Clinton St.	To	85 ft East
Wayne St.	North Side	From	115 ft.West of	Clay	140 Ft West of Clay
Wayne St.	South Side	From	Harrison St.	to	85 ft West
Wayne St.	South Side	From	Clinton St.	To	50 ft West
Wayne St.	South Side	From	Barr St.	To	60 ft West
Wayne St.	South Side	From	Lafayette St.	To	80 ft West
Washington St.	North Side	From	Harrison St	To	65 ft East
Washington St.	South Side	From	Webster St	To	60 ft East
Washington St.	South Side	From	Harrison St	To	80 ft West
Washington St.	South Side	From	Calhoun St.	To	60 ft West
Webster St.	East Side	From	Washington	To	70 ft South
Jefferson St.	North Side	From	Harrison St.	To	75 ft East
Jefferson St.	South Side	From	Webster St.	To	60 ft East
Jefferson St.	South Side	From	Harrison St.	To	80 ft West
Jefferson St.	South Side	From	Barr St.	To	85 ft West
Jefferson St.	South Side	From	Lafayette St.	To	80 ft West
Lewis St.	South Side	From	Webster St	To	85 ft East
Douglas Ave.	North Side	From	Harrison St.	To	80 ft East
Douglas Ave.	South Side	From	Calhoun St.	To	80 ft West
Douglas Ave.	North Side	From	CalhounSt.	To	80 ft East
Court St.	West Side	From	Main St.	To	150 ft South
Court St.	West Side	From	Berry	To	Sheriffs Cars only 125 ft North(State and City Police Cars only.
Wayne St.	North Side	From	Harrison	to	80 ft East

SCHEDULE V (c)
(This Applies to Section 53)

When signs are erected giving notice thereof no person shall stop, stand, or park a vehicle, other than a truck on any day within the district or between the hours of 7 A.M. and 2 P.M. or upon any of the streets or parts of streets as follows:

Street	Side	From		To	
Superior St.	South Side	From	70 ft West of Calhoun	To	118 ft, West of Calhoun St.
Superior St.	South Side	From	20 ft. East of Calhoun St.	To	60 ft. East of Calhoun St.
Harrison St.	East Side	From	Dock St.	To	86ft. South
Harrison St.	West Side	From	30 ft. North of Main St.	To	70 Ft.North of Main
Harrison St.	West Side	From	28 ft. North of Berry St.	To	68 Ft. North of Berry St.
Harrison St.	West Side	From	20 ft. South of Main St.	To	50 ft. South of Main St.
Harrison St.	East Side	From	70 ft. South of Main St.	To	110 Ft. South of Main St.
Harrison St.	West Side	From	60 ft. North of Wayne St.	To	80 ft. Northof Wayne St.

General Ordinance No. 2233 Continued

Street	Side	From		To	
Harrison St.	East Side	From	70 ft. South of Berry St.	To	110 Ft. South of Berry St.
Harrison St.	West Side	From	Alley South of Wayne St.	To	38 ft. North
Harrison St.	East Side	From	Alley North of Wayne St.	To	40 ft. North
Harrison St.	East Side	From	Alley North of Wayne St.	To	40 Ft. South
Harrison St.	West Side	From	77 ft. South of Jefferson St.	To	113 Ft. South of Jefferson St.
Harrison St.	East Side	From	72 ft. South of Jefferson St.	To	112 ft. South of Jefferson St.
Harrison St.	East Side	From	70 ft. South of Columbia St.	To	110 ft. South of Columbia St.
Columbia St.	North Side	From	77 ft. East of Harrison St.	To	117 ft. East of Harrison St.
Columbia St.	North Side	From	20 ft. West of Calhoun St.	To	60 ft. West of Calhoun St.
Columbia St.	North Side	From	20,ft.West of Clinton St.	To	70 Ft. West of Clinton St.
Columbia St.	North Side	From	75 Ft. East of Clinton St.	To	115 Ft. East of Clinton St.
Columbia St.	South Side	From	20 ft. East of Harrison St.	To	55 ft. East of Harrison St.
Columbia St.	South Side	From	20 ft East of Calhoun St.	To	60 ft. East of Calhoun St.
Calhoun St.	East Side	From	Dock St.	To	90 ft. South
Clinton St.	West Side	From	Dock St.	To	90 ft. South
Clinton St.	West Side	From	Allen North of Main St.	To	40 ft. South
Clinton St.	East Side	From	90 ft. South of Columbia St.	To	130 ft South of Columbia St.
Clinton St.	East Side	From	20 ft North of Main St.	To	70 ft. North of Main St.
Clinton St.	West Side	From	70 ft. No of Berry	To	110 ft. North of Berry St.
Clinton St.	East Side	From	Alley South of Main St.	To	25 ft South
Clinton St.	West Side	From	20 ft. North of Wayne St.	To	50 ft. North of Wayne St.
Clinton St.	West Side	From	76 ft. South of Berry St.	To	98 Ft West of Maiden Lane
Main St.	North Side	From	100 ft. East of Maiden Lane	To	130 ft. East of Maiden Lane
Main St.	North Side	From	15 ft. East of Calhoun St.	To	55 ft. East of Calhoun St.
Main St.	North Side	From	20 ft. West of Clinton St.	To	55 ft West of Clinton St.
Main St.	South Side	From	100 ft. East of Clinton St.	To	140 ft. East of Clinton St.
Barr St.	West Side	From	50 ft. North of Main St.	To	90 ft. North of Main St.
Barr St.	West Side	From	17 ft. South of Main St.	To	47 ft. South of Main St.
Barr St.	West Side	From	94 ft. North of Berry St.	To	119 ft North of Berry St.
Barr St.	East Side	From	Alley South of Main St.	To	40 ft. North
Berry St.	North Side	From	72 ft. East of Maiden Lane	To	92 ft East of Maiden Lane
Berry St.	North Side	From	20 ft. West of Clinton St.	To	60 ft. West of Clinton St.
Berry St.	South Side	From	60 ft. West of Harrison St.	To	100 ft. West of Harrison St.
Berry St.	South Side	From	20 ft, West of Calhoun St.	To	Alley West of Calhoun St.
Berry St.	South Side	From	80 ft. West of Barr St.	To	110 Ft. West of Barr St.
Berry St.	South Side	From	130 Ft. West of Lafayette St.	To	170 Ft. West of Lafayette St.
Court St.	West Side	From	125 Ft. North of Berry St.	To	165 Ft. North of Berry St.
Court St.	East Side	From	Alley South of Main St.	To	40 ft. South
Wayne St.	North Side	From	76 ft. West of Calhoun St.	To	136 Ft. West of Calhoun St.
Wayne St.	North Side	From	20 ft. East of Calhoun St.	To	60 ft. East of Calhoun St.
Wayne St.	North Side	From	178 ft. East of Calhoun St.	To	213 ft. East of Calhoun St.
Wayne St.	North Side	From	25 ft.W.of Laft St.	To	65 ft.W. of Laft St
Wayne St.	North Side	From	50 ft. East of Lafayette St.	To	85 ft. East of Lafayette St.

Schedule V (c)

Street	Side				
Wayne St.	South Side	From	125 ft. West of Harrison St.	To	155 ft. West of Harrison St.
Wayne St.	South Side	From	70 ft. West of Calhoun St.	To	110 ft. West of Calhoun St.
Wayne St.	South Side	From	98 ft. East of Calhoun St.	To	165 ft. East of Calhoun St.
Washington St.	So. Side	From	Alley West of Calhoun St.	To	40 ft. East
Washington St.	No.Side	From	20 ft. West of Clinton St.	To	60 ft. West of Clinton St.
Washington St.	No.Side	From	103 ft. East of Lafayette St.	To	123 Ft. East of Lafayette St.
Washington St.	So.Side	From	60 ft. West of Calhoun St.	To	120 ft. West of Calhoun St.
Washington St.	So.Side	From	90 ft. West of Clinton St.	To	110 ft. West of Clinton St.7A.M.-12Noon
Washington St.	So.Side	From	118 ft. West of Barr St.	To	158 ft. West of Barr St.
Jefferson St.	So.Side	From	20 ft. West of Calhoun St.	To	60 ft. West of Calhoun St.
Lewis St.	South Side	From	Alley West of Calhoun St.	To	30 ft East
Douglas Ave.	North Side	From	Alley East of Calhoun St.	To	35 ft. West
Brackenridge St.	" "	From	Alley East of Calhoun St.	To	35 Ft West

SCHEDULE V (d)
(This Applies to Section 53)

When signs are erected giving notice thereof no person shall stop, stand, or park a vehilce other than a taxicab on any day within the district or upon any of the streets or parts of streets as follows:

Street	Side				
Washington St.	South Side	From	120 ft. East of Calhoun St.	To	158 ft. East of Calhoun St.
Main St.	South Side	From	Harmony Court	To	40 ft. East
Wayne St.	South Side	From	13 ft. West of Calhoun St.	To	70 ft. West of Calhoun St.

SCHEDULE VI (
(This Applies to Section 63)

Parking time limited on certain streets.-When signs are erected giving notice thereof no person shall park a vehicle for a period of time longer than 30 minutes between the hours of 7A.M. and 6 P.M. of any day except Sundays and public holidays within the district or upon any of the streets or parts of streets as follows:

Street	From		To	
Columbia St.	From	Harrison St.	To	Barr St.
Main St.	From	Harrison St.	To	Barr St.
Berry St.	From	Harrison St.	To	Barr St.
Wayne St.	From	Harrison St.	To	Clinton St.
Washington Blvd.	From	Harrison St.	To	Clinton St.
Harrison St.	From	Berry St.	To	Columbia St
Calhoun St.	From	Jefferson St.	To	Columbia St.
Clinton St.	From	Berry St.	To	Columbia St.
Barr St.	From	Wayne St.	To	Columbia St.

SCHEDULE VII
(This Applies to Section 64)

Parking time limited on Certain Streets.- When signs are erected giving notice thereof no person shall park a vehicle for a period of time longer than60 minutes between the hours of 7 A.M. and 6 P.M. of any day except Sundays and public Holidays within the district or upon any of the streets or parts of streets as follows:

Street	From		To	
Pearl St.	From	Ewing St.	To	Harrison St.
Columbia St.	From	Barr St.	To	Lafayette St.
Main St.	From	Ewing St.	To	Harrison St.
Main St.	From	Barr St.	To	Lafayette St.
Berry St.	From	Barr St.	To	Lafayette St.
Berry St.	From	Ewing St.	To	Harrison St.
Wayne St.	From	Ewing St.	To	Harrison St.
Wayne St.	From	Clinton St.	To	Lafayette St.
Washington Blvd.	From	Ewing St.	To	Harrison St.
Washington Blvd.	From	Clinton St.	To	Lafayette St.
Jefferson St.	From	Webster St.	To	Barr St.
Lewis St. So.Side	From	Harrison St.	To	Calhoun St.
Lewis St.Both Sides	"	Calhoun St.	To	Clinton St.
Webster St.E.Side	"	Jefferson St.	To	Berry St.
Webster St.Both Sides	"	Main St.	To	Pearl St.

General Ordinance No. 2233 Continued

Street	From	To
Harrison St.	From Lewis St.	To Berry St.
Harrison St.	From Columbia St.	To Superior St
Calhoun St.	From Douglas Ave.	To Jefferson St.
Calhoun St.	From Columbia St.	To Superior St.
Clinton St.	From Lewis St.	To Berry St.
Clinton St.	From Columbia St.	To Superior St.
Barr St.	From Jefferson St.	To Wayne St.
Barr St.	From Columbia St.	To Superior St.

SCHEDULE VIII

(This Applies to Section 65)

Parking time limited on Certain Streets.- When signs are erected giving notice thereof no person shall park ana vehicle for a period of time longer than 90 minutes between the hours of 7A.M. and 6 P.M. of any day except Sundays and public holidays within the district or upon any of the streets or parts of streets as follows.

Street		From	To
Superior St.		From Harrison St.	To Barr St.
Columbia St.		From Lafayette St.	To Clay St.
Main St.	So.Side	From Lafayette St.	To Clay St.
Berry St.		From Lafayette St.	To Clay St.
Wayne St.		From Lafayette St.	To Clay St.
Washington Blvd.		From Lafayette St.	To Clay St.
Jefferson St.		From Ewing St.	To Webster St.
Jefferson St.		From Barr St.	To Clay St.
Lewis St.	South Side	From Webster St.	To Harrison St.
Lewis St.	Both Sides	From Clinton St.	To Barr St.
Douglas Ave.		From Harrison St.	To Barr St.
Ewing St.		From Jefferson St.	To Pearl St.
Harrison St.		From Douglas Ave.	To Lewis St.
Clinton St.		From Douglas Ave.	To Jefferson St.
Barr St.		From Douglas Ave.	To Columbia St.
Lafayette St.		From Jefferson St.	To Alley North
Clay St.	West Side	From Jefferson St.	To Berry St.
Clay St.	West Side	From Wayne St.	

Paul C Wolf.

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine Bennett,Fisher,Hamm,Hart,King,Knoche,McMillen,Spiegel Wolf. Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne Indian at a regular meeting held on the22day of April 1947, by a majority vote of all members, elect. did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2233.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the23th day of April 1947

Paul L Gick
City Clerk

Approved this 24 day of April 1947

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2234

AN ORDINANCE authorizing the sale of certain real estate situated in the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION1. That the Board of Public Works of the City of Fort Wayne be and is hereby authorized to sell the following described real estate, situated in the City of Fort Wayne, Allen County, Indiana, to-wit:

Those portions of lots numbered 1, 2, 3, and 4 John Dalman's Addition to the City of Fort Wayne, Indiana, not used for street purposes.

The Board of Public Works of the City of Fort Wayne, Indiana, directs the City Attorney of the said City of Fort Wayne, Indiana, to file with the Circuit Court a petition for the appointment of appraisers, appraise said property. That the Board of Public Works of the City of Fort Wayne, Indiana, be and is hereby authorized to sell said real estate, for not less than the full appraised value

GENERAL ORDINANCE NO. 2234 Continued

thereof, and that said real estate be sold subject to the following restrictions and limitations which shall be made a part of the deed by which said real estate is conveyed to-wit:

"The property hereby conveyed shall not be used by the purchaser of said property, his heirs,assigns, or any future purchaser thereof, for the purpose of erecting any enclosed or roofed open structure, or for the purpose of erecting any enclosed or roofed open extension of any structure."

SECTION 2. That the Mayor of the City of Fort Wayne, Indiana, be and is hereby authorized to execute a deed to the purchaser or purchasers of the aforementioned real estate, and that said deed be attested by the Clerk of the City of Fort Wayne Indiana.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Nine.....Nays None.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 22day of April 1947, by a majority vote of all memebers, elect. did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2234.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 23rdth day if April 1947

Paul L Gick
City Clerk

--Approved this 24 day of April 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2235

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quit claim deed to Lot No.112, Bercot's Addition to the City of Fort Wayne, Allen County, Indiana, to the Broadway Investment Company.

WHEREAS, on April 11, 1938, the City Comptroller purchased at tax sale the following described real estate to-wit:

Lot No. 112, Bercot's Additon to the City of Fort Wayne, Allen County Indiana,
for delinquent sidewalk assessment in the amount of Thirteen Dollars and Twenty-five Cents ($13.25): and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942, and,

WHEREAS, Broadway Investmenr Company desires to purchase said lot, and said purchaser desires to pay the City of Fort Wayne, Indiana, the sum of Twenty-five Dollars ($25.00); and,

WHEREAS, it is necessary to execute a quit claim deed to clear the title to said real estate.

GENERAL ORDINANCE NO.2235

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are herby authorized to execute a quit claim deed to the following described real estate, to-wit:

Lot No. 112, Bercot's Additon to the City of Fort Wayne, Allen County, Indiana,

upon the receipt of the sum of Twenty-five Dollars ($25.00), being Barrett Law-A-Assessments due on said lot, costs and interest.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes Nine Bennet,Fisher,Hamm, Hart,King,Knoche,McMillen,Spiegel "olf.

Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of May 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2235

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 13 day of May 1947.

Paul L Gick
City Clerk

Approved this 15th day of May 1947.

H.W.Baals
Mayor

General Ordinance No. 2236

AN ORDINANCE to amend Section 17 of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, being an ordinance regulating truck and commercial vehicle traffic upon Portage Avenue, Oak dale Drive and West Packard Avenue, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION L. That Section 17 Of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended to read as follows:

"Sec. 17. Routes for through-city trucks regulated. It shall be unlawful for any operator of any truck driving in or through the city to drive over any street or highway in the city, excepting those designated by the highway commission of the State of Indiana, as state or federal routes, or those designated by the board of public works of the city, as routes for trucks. Provided, however, this section shall not apply to the operator of any truck who loads or unloads any part of his freight or material in the city.

"Thes board of public works of the city is hereby req uired and directed to place on each federal and state highway at the city limits a sign that must be legible for at least fifty feet informing operators of trucks that it is unlawfulx to drive any truck over any street or highway in the city, except those designated as truck routes.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Portage Avenue from Taylor Street to Freeman Street in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or owner of any truck or commercial vehcile, except for delivery purposes, over and across Oakdale Drive from Broadway to Hoagland Avenue in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehile, excpet for delivery purposes, over and across West Packard Avenue from Fairfield Avenue to Broadway in the City of Fort Wayne, Indiana,"

SECTION 2. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Eight ...Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 27th day of May 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE No 2236.

Arno C Spiegel
President

Paul L Gick
City clerk

Presented to the Mayor for approval on the 29th day of May 1947

Paul L Gick
City Clerk

Approved this 6th day of June 1947

H.W.BAALS
Mayor

General Ordinance No.2237

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell one complete Pressure Reducing and Temperature control system, manufactured by Swarthwout Co. 18511 Euclid Avenue Cleveland Ohio.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works be and is hereby authorized to sell the following equipment, to-wit:

1. Complete Pressure Reducing and Temperature Control system, manufactured by Swarthwout Co., 18511 Euclid Avenue, Cleveland Ohio, said system being used to trasnform steam from 375 pounds at 700· to 200 pounds pressure at 500:

Sec 2. That said Board of Public Works, through the City Attorney, file in the Circuit Court, a petition for the appointment of appraisers to appraise said property.

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GENERAL ORDINANCE NO.2237 Continued

Sec 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Eight and ...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27 th day of May 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2237

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 27 day of May 1947

Paul L Gick
City Clerk

Approved this 6th day of June 1947

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2238

AN ORDINANCE to amend Section 17 of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, being an ordinance regulating truck and commercial vegicle traffic upon portage Avenue, Oakdale Drive, West Packard Avenue and Arcadia Court in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 17 of Chapter 31 of the Municipal Code of the City of Fort Wayne, Inkiana, 1946, be and the same is hereby amended to read as follows:

"SEC. 17. Routes for through-city trucks regulated.
It shall be unlawful for any operator of any truck driving in or through the city to drive over any street or highway in the city, excepting those designated b the highway commission of the State of Indiana, as state or federal routes, or those designated by the board of public works of the city, as routes for trucks. Provided, however, this section shall not apply to the operator of any truck who loads or unloads any part of his freight or material in the city.

"The board of public works of the city is hereby required and directed to place on each federal and state highway at the city limits a sign that must be legible for at least fifty feet informing operators of trucks that it is unlawful to drive any truck over any street or highway in the city, except those designated as truck routes.

"It shall be unlawful for any driver or owner of any truck, or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Portage Avenue fron Taylor Street to Freeman Street in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Oakdale Drive from Broadway to Hoagland Avenue in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across West Packard Avenue from Fairfield Avenue to Broadway in the City of Fort Wayne, Indiana.

"It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across Arcadia Court from Fairfeild Avenue to Hoagland Avenue in the City of Fort Wayne, Indiana."

SECTION 2. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

Frank W. King Jr.

This Ordinance was read the trird time in full and on motion was now passed by the following vote. Ayes....Nine and Nays.....None

Arno C. Spiegel
President

Paul L. Gick
City Clerk

GENERAL ORDINANCE NO. 2238 Continued

Presented to the Mayor for approval on the 10 day of July 1947

Paul L Cick
City Clerk

Approved this 11 day of July 1947

H.W. Baals
Mayor

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 8 day of July 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2238

Arno C. Spiegel
President

Paul L. Gick
City Clerk

GENERAL ORDINANCE NO. 2239

AN ORDINANCE amending Section 37 of Article III of Chapter 31, and amending Section 69 of Article IV of Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946; and adding to Schedule V-a of Section 53 of Article IV of Chapter 31, and adding to Schedule IV of Section 70a of Article IV of Chapter 31, and adding to Schedule V-b of Section 70b of Article IV of Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, as amended by General Ordinance No. 2233; and adding Schedule III to Section 62 of Article IV of Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946; being an ardinance regulating traffic upon the streets of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 37 of Article III of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

"SECTION 37. AUTHORITY TO SIGN ONE-way and alleys.--

Whenever any ordinance of this city designates any one-way street or alley the city traffic engineer shall place and maintain signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

"Section 37 a. One-way streets and alleys.--

Upon those streets and parts of streets and in those alleys described in Schedule I attached hereto and made a part hereof, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited.

"Section 37 b. One-way street and alley exception.-

Any police or fire department emergency vehicle may travel against one-way traffic to the nearest point of entry to a one-way street over which emergency calls may be routed to their point of destination."

SECTION 2. That Section 69 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows;

"Section 69. All night parking prohibited.-

No person ahall park a vehicle between the hours of 2 A. M. and 6 A. M. of any day within the area as set out in Schedule IV a, except in the case of emergency."

SECTION 3. That there shall be added to Schedule V-a of Section 53 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946; and that there shall be added to Schedule IV of Section 70a of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946; and that there shall be added to Schedule V-b of Section 70b of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, as amended by General Ordinance No. 2233, Schedule V-a, Schedule IV and Schedule V-b as attached hereto and made a part hereof.

SECTION4. That Section 62 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by adding to Section 62 the following:

"SECTION 62. Parking prohibited in designated places.-

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described in Schedule III attached to and made a part of this ordinance."

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SECTION 5. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

SCHEDULE I

(This applies to Section 37-a)

One way streets and alleys.-In accordance with Section 37 a,and when properly sign posted, traffic shall move only in direction indicated upon the following streets:

Street	Direction	From	To
Dock St.	East bound	Harrison St.	Calhoun St. and
	West bound	Barr St.	Calhoun St.
Harmony Court	North bound	Berry St.	Main St.
Lavina St.	West bound	Broadway	Rockhill St.
Pierce St.	West bound	Fairfield Ave.	South Wayne Ave. (Sunday only)
Suttenfield St.	West bound	Calhoun St.	Hoagland Ave. (Sunday Only)
Wilt St.	East bound	College St.	Broadway
Maiden Lane	South bound	Pearl St.	Berry St.
Court St.	North bound	Berry St.	Main St.
Lavina St.	East bound	Broadway	Fairfield Ave.
Baker St.	East bound	Fairfield Ave.	Clinton St.
Brackenridge St.	West bound	Clinton St.	Broadway
Brackenridge St.	East bound	Clinton St.	Hanna St.
Douglas Ave.	West bound	Hanna St.	Calhoun St.
Monroe St.	North bound	Wayne St.	Berry St.
Berry St.	West bound	Monroe St.	Thieme Dr.
Thieme Dr.	South bound	Berry St.	Wayne St.
Wayne St.	East bound	Thieme Dr.	Monroe St.
Harrison St.	South bound	Columbia St.	Rudisill Blvd.
Webster St.	North bound	Baker St.	Pearl St.
Lafayette St.	North bound	Douglas Ave.	Columbia St.
Barr St.	South bound	Columbia St.	Brackenridge St.
Maumee Ave.	West bound	Division St.	Harmar St.
Washington Blvd.	West bound	Harmar St.	Jct./ Jefferson St.
Jefferson St.	East bound	Jct./ Washington Blvd.	Division St.
Clinton St.	North bound	Columbia St.	Dalman St.
Piqua Ave.	North bound	Dalman St.	Rudisill St.
Ewing St.	South bound	Pearl St.	Baker St.

The following alleys are designated as one-way alleys:

East and West alleys from Lewis St. to Columbia St. between-

Harrison St. and Webster St. - West bound
Harrison St. and Calhoun St. - East bound
Clinton St. and Barr St. - East bound
Calhoun St. and Clinton St. - West bound

North and South alleys within the area bounded by Lewis St. on the south, Webster St. on the west, Columbia St. on the north, and Barr St. on the east shall be designated one-way from any easy and west alley to the street north or south of the same.

SCHEDULE III

(This applies to Section 62)

In accordance with Section 62, and when signs are erected giving notice thereof no person shall at any time park a vehicle upon the following described streets or parts of streets:

Street	Side	From	To
Lewis	South	Ewing St.	Harrison St.
Superior St.	North	Clinton St.	Harrison St.
Williams St.	North	Calhoun St.	Clinton St.
Harrison St.	West	Woodland Ave.	Wildwood Ave.
Harrison St.	East	Wildwood Ave.	Rudisill Blvd.

Schedule IV

(This applies to Section 70a)

When signs are erected giving notice thereof no person shall park a vehicle between the hours specified herein within the district or upon any of the streets or parts of streets between the hours of 3P.M. and 6P.M.

Street	Side	From	To
Harrison St.	East	Douglas St.	Baker St.
Harrison St.	West	De Wald St.	Woodland Ave.
Harrison St.	West	Wildwood Ave.	Rudisill Blvd.

SCHEDULE IVa

(This applies to Section 69)

When signs are erected giving notice thereof no person shall park a vehicle between the hours specified herein within the district, or upon any of the streets or parts of streets therof between the hours of 2A.M. and 6 A.M. as follows:

From the east property line of Clay St. to the west property line of Ewing St., and between the south right-of-way line of the Nickel Plate Railroad and the north right-of-way line of the Pennsylvania Railroad.

SCHEDULE Va

(This applies to Section 53)

When signs are erected giving notice thereof no person shall stop, stand, or park a vehicle, other that at trolley coach or motor bus, on any day within the district or upon any of the streets or parts of streets as follows:

Street	Side	From	To
Jefferson St.	South	Broadway	80' West
Jefferson St.	South	Fairfield Ave.	80' West
Jefferson St.	South	Ewing St.	80' West
Jefferson St.	South	Webster St.	80' West
Jefferson St.	South	Harrison St.	80' West
Jefferson St.	South	Calhoun St.	80' West
Clinton St.	East	Washington Blvd.	80' South
Clinton St.	East	Jefferson St.	117' North
Wayne St.	South	Clinton St.	120' East
Wayne St.	South	Barr St.	60' West
Wayne St.	South	Lafayette St.	80' West
Wayne St.	South	Clay St.	80' West
Wayne St.	South	Monroe St.	80' West
Washington Blvd.	North	Calhoun St.	110' East
Washington Blvd.	North	Harrison St.	65' East
Washington Blvd.	North	Webster St.	80' East
Washington Blvd.	North	Ewing St.	80' East
Washington Blvd.	North	Fairfield Ave.	80' East
Washington Blvd.	North	Broadway	80' East

SCHEDULE V b

(This applies to Section 70-b)

When signs are erected giving notice thereof no person shall stop, stand, or park a vehicle on any day within the district or upon any of the streets or parts of streets as follows:

Street	Side	From	To
Berry St.	Both sides	Fairfield Ave.	80' East
Berry St.	South	Ewing St.	80' East
Berry St.	North	Webster St.	80' East
Berry St.	South	Harrison St.	80' East
Berry St.	North	Calhoun St	80' East
Berry St.	North	Clinton St.	80' East
Berry St.	South	Barr St.	80' East
Berry St.	North	Lafayette St.	80' East
Berry St.	Both Sides	Clay St.	80' East
Wayne St.	Both Sides	Fairfield Ave.	80' West
Wayne St.	South	Ewing St.	80' West

SCHEDULE V b Continued

Street	Side	From	To
WayneSt.	North	Webster St.	80' West
Wayne St.	South	Harrison St.	80' West
Wayne St.	North	Clinton St.	80' West
Wayne St.	North	Lafayette St.	80' West
Wayne St.	North	Clay St.	80' West
Wayne St.	North	Monroe St.	80' West
Washington Blvd.	South	Fairfield Ave.	80' East
Washington Blvd.	South	Ewing St.	80' East
Washington Blvd.	South	Harrison St.	80' East
Washington Blvd.	South	Barr St.	80' East
Washington Blvd.	South	Clay St.	80' East
Jefferson St.	North	Fairfield Ave.	80' West
Jefferson St.	North	Webster St.	80' West
Jefferson St.	North	Clinton St.	80' West
Jefferson St.	North	Layfayette St.	80' West
Jefferson St.	Both Sides	Clay St.	80' West
Douglas Ave.	South	Calhoun St.	80' West
Douglas Ave	North	Clinton St.	80' East
Douglas Ave.	South	Barr St.	80' East
Douglas Ave.	Both sides	Lafayette St.	80' East
Douglas Ave.	Both sides	Clay St.	80' East
Brackenridge St.	North	Fairfield	80' East
Brackenridge St.	South	Ewing St.	80' East
Brackenridge St.	North	Webster St.	80' East
Brackenridge St.	South	Harrison St.	80' East
Brackenridge St.	North	Clinton St.	80' West
Brackenridge St.	Both sides	Lafayette St.	80' West
Brackenridge St.	Both sides	Clay St.	80' West
Baker St.	North	Webster St.	80' West
Baker St.	Both sides	Calhoun St.	80' West
Baker St.	South	Calhoun St.	215' East
Baker St.	North	Clinton St.	80' West
Ewing St.	East	Baker St.	80' North
Ewing St.	West	Brackenridge St.	80' North
Ewing St.	West	Jefferson St.	80' South
Ewing St.	East	Jefferson St.	80' North
Ewing St.	West	Washington Blvd.	80' North
Ewing St.	East	Wayne St.	80' North
Ewing St.	West	Berry Stl	80' North
Ewing St.	Both sides	Main St.	80' North
Webster St.	East	Lewis St.	80' South
Webster St.	East	Wayne St.	80' South
Webster St.	East	Berry St.	80' South
Webster St.	Both sides	Main St.	80' South
Webster St.	Both sides	Pearl St.	80' South
Harrison St.	East	Baker St.	80' North
Harrison St.	West	Brackenridge St.	80' North
Harrison St.	Both sides	Douglas Ave.	80' North
Harrison St.	Both sides	Lewis St.	80' North
Harrison St.	East	Jefferson St.	80' North
Harrison St.	West	Washington Blvd.	80' North
Harrison St.	East	Wayne St.	80' North
Harrison St.	Both sides	Main St.	80' North
Harrison St.	West	Pearl St.	80' North

Schedule Vb Continued

Street	Side	From	To.
Clinton St.	East	Brackenridge St.	80' South
Clinton St.	West	Douglas Ave	80' South
Clinton St.	Both sides	Lewis St.	80' South
Clinton St.	East	Jefferson St.	80' South
Clinton St.	West	Washington Blvd.	80' South
Clinton St.	East	Wayne St.	80' South
Clinton St.	West	Berry St.	80' South
Clinton St.	Both sides	Main St.	80' South
Clinton St.	Both sides	Columbia St.	80' South
Clinton St.	East	Superior St.	80' South
Barr St.	East	Brackenridge St.	80' North
Barr St.	West	Douglas Ave	80' North
Barr St.	Both sides	Lewis St.	80' North
Barr St.	East	Jefferson St.	80' North
Barr St.	West	Washington Blvd.	80' North
Barr St.	West	Wayne St.	80' North
Barr St.	West	Berry St.	80' North
Barr St.	Both sides	Main St.	80' North
Barr St.	West	Columbia St..	80' North
Lafayette St.	West	Douglas Ave.	80' South
Lafayette St.	Both sides	Lewis St.	80' South
Lafayette St.	East	Jefferson St.	80' South
Lafayette St.	West	Washington Blvd.	80' South
Lafayette St.	East	Wayne St.	80' South
Lafayette St.	West	Berry St.	80' South
Lafayette St.	Both sides	Main St.	80' South
Lafayette St.	Both sides	Columbia St.	80' South
Harrison St.	West	Killea	150' South
Harrison St.	West	Darrow	150' North

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes:.....Nine...Nays.....None.

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a rugular meeting, held on the 8th day of July 1947, by a Majority vote of all menbers elect did pass the ordinance herunto attached, and known as
GENERAL ORDINANCE N. 2239.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 10 day of July 1947

Paul L. Gick
City Clerk

Approved this 11th day of July 1947

H.W. Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2240

AN ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No. 1436; and the same being; "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the geight, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne." Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the symbols and indications of Section 2 of the map which is a part of General Ordinance No. 1436 as above described, be changed from those of a "B" District to those of a "D" District, as hereinafter set forth, to-wit:

That part of Lot No. I of Wells Pre-Emption in Township 31 North, Range 12 East in Allen County, Indiana, lying within the following described boundaries, to-wit: Being bounded on the west by the east line of Spy Run Avenue in the City of Fort Wayne; on the north by the south line of the plat of Freeman's Amended Addition as recorded; on the south by the north line of Lawton Place Addition Amended according to the recorded plat thereof; and of the east by a curved line defined as a circular arc having a radius of 480.0 feet and extending from the northwest corner of Lot No. 53 of said Lawton Place Addition Amended to the south west corner of Lot No. 19 of said Freeman's Amended Addition and lying east of chord of said arc connecting the aforesaid lot corners.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of the Ordinance and this Ordinance shall be a part of said Ordinance No. 1436.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Arno C. Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of July, 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 2240.

Arno C. Spiegel
President

Paul L. Gick
City Clerk

Presented to the Mayor for approval on the 10th day of July 1947

Paul L. Gick
City Clerk

Approved the 11th day of July, 1947.

H.W. Baals
Mayor

7PBJX

GENERAL ORDINANCE NO. 2241

AN ORDINANCE approving Railroad Track Elevation Resolutions No. 34, 35, 36, 37, 38, 39, and 40, which provide for the elevation of the New York, Chica o and St. Louis Railroad Company tracks at Fairfield Avenue, Harrison Street, Calhoun Street, Clinton Street, Lafayette Street, Columbia Street and Clay Street, respectively, in the City of Fort Wayne, Indiana, adopted andpassed by the Board of Public Works of the City of Fort Wayne, Indiana, on May 15, 1947, and confirmed as amended and modified on July 8, 1947.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

1. That Railroad Track Elevation Resolutions No. 34, 35, 37, 38, 39, and 40, which provide for the elevation of the New York, Chicago and St. Louis Railroad Company tracks at Fairfield Avenue, Harrison Street, Calhoun Street, Lafayette Street, Columbia Street and Clay Street, respectively, in the City of Fort Wayne, Indiana, which resolutions are attached hereto and made a part hereof, be and the same are hereby in all things confirmed, ratified and approved.

2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C. Wolf

The Ordinance was read the third time in full and on motion was now passed by the following votes: Ayes-----Nine....Nays----None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of July, 1947, by a mafority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2241

Arno Spiegel
President

Paul L. Gick
City Clerk

Presented to the Mayor for approval on the 24 day of July, 1947.

Paul L. Gick
City Clerk

Approved this 24 day of July, 1947.

Harry W. Baals
Mayor

GENERAL ORDINANCE NO.2242

AN ORDINANCE fixing the tax levy for City Purposes for the year 1948, as amended August 19, 1947.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of ninety-three cents ($.93) upon each One Hundred Dollars of assesses valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be abd the same is hereby made for the year 1948, same to be divided as follows:

General Fund	$. 372
Sinking Fund	.039
Police Pension Fund	.055
Firemen's Pension Fund	.07
Sanitary Officers & Inspectors of Board of Health Pension Fund	.001
River Improvement & Flood Prevention	.005
City Plan & Zoning	.01
Fort Wayne Art School	.005
Aviation Commission	.028
North Side Track Elevation	.02
Street Repair & Rehabilition	.05
Sewer Releif	.05
Park General	.091
Park Playground & Recreation	.058
Park Tree Preservation	.015
Park Long Range Plan	.05
Park Retirement Plan	.011
Total Levy	$.93

SECTION 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two ($2.00) dollars during the year 1948.

SECTION 3. That all taxes shall be collected in semi-annual installments.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C Wolf

Ben F Bennett

The ordinance was read the third time in full and now passed by the following vote.

Ayes .....Nine. Nay ... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne. Indiana at a regular meeting held on the 19 day of August 1947 by a majority vote of all members elect, did pass the ordinance attached and known as GENERAL ORDINANCE NO.2242.

Arno C Spiegel
President

Paul L Gick
Paul L Gick

Presented to the Mayor for approval on the day of August 1947

Paul L Gick
City Clerk

Approved this day of August 1947

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2243

AN ORDINANCE supplementing General Ordinance No.1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area ofcourts,yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of board of zoning appeals and providing for review of the decisions of such board by the Court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the ZONING ORDINANCE of Fort Wayne passed November 13, 1946."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OFRT WAYNE,INDIANA

Section 1. That the symbols and indications of Section 1 of the map which is a part of General Ordinance No.1436, as above described, be changed fron those of an "E" District to those of a "B" District on the area described as follows,to-wit: That area bounded on the north by Spring Street; on the east by the alley east of the Leesburg Road; on the south by Lansing Avenue; on the west by the Leesbyrg Road, being lots numbered eighteen (18) to thirty-two (32) inclusive in Deer Park Additoon Amended.

Section2. That this Ordinance shall be supplemental and amendatory to Ordinance No.1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November13, 1928. All provisions, req uirements, restrictions, and penalties of said Ordinance No.1436 shall be a part of this Ordinancne and this ordinance shall be a part of Ordinance No.1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Harry M McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote.. Ayes .....Bennett,Fisher,King,Knoche,McMillen,Spiegel,Wolf. Nayes..Hamm.

We Hereby Certify,That the Common Council of the City of Fort Wayne,Indiana at a regular meeting held on the 9th day of September 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2243.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 15th day of September 1947.

Paul L Gick
City Clerk

Approved this 15th day of September 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2244

AN ORDINANCE ratifying and approving a contract and agreement made and entered into by and between A.ARCARI an individual, and the CITY OF FORT WAYNE,Allen County Indiana, a municipal corporation, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, on the 19th day of August, 1947, A.ARCARI, an individual, entered into a certain contract and agreementwith the CITY OF FORT WAYNE,Allen County Indiana, by and through its BOARD OF PUBLIC WORKS, for the construction of one (1) system of relief sewers and appurtenances located in the northwest section of the City of Fort Wayne, Indiana, Contract No. 42, which contract is in the following words and figures, to-wit:

CONTRACT FOR
OAKLAND STREET RELEIF SEWER

CITY OF FORT WAYNE, INDIANA
CONTRACT NO.42

-:-:-:-:-:-:-:-:-:-:-:-:-

THIS CONTRACT, Made this 19th day of August, 1947, by and between A.ARCARI, an individual, whose address is Goddard Road and ennsylvania Railroad, Lincoln Park, Michigan, hereinafter called the "CONTRACTOR," and the CITY OF FORT WAYNE, Allen County, Indiana, a m unicipal corporation, acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER,"

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall providexand furnish at its sole cost and expense all the labor tools,materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of one(1) system of relief sewers and appurtenances located in the northwest section of the City of Fort Wayne, Indiana, identified in these contractual documents as Contract No.42, except Sections 6, 7 and 11, all in strict accordance with the plans and specifications and other contractual documents abovementioned whichare hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Three Hundred Eighty-eight Thousand, Seven Hundred Seven Dollars and Forty-one Cents ($388,707,41) in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

(a) In preparing estimates the materials delivered on thesite and preparatory work done may be taken into consideration.

(b) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

ARTICLE IVVNONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the perfromance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor Subcontractor, shall,by reason of race or color, discriminate against any citizens of the State of Indiana, who is qualified and available to,perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract,a penalty of Five($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be foefeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not less than the prescribed scale of wages as determined pursuant to the provisions of Chapterx 319 of the Act of the General Assembly of the State of Indiana for 1935.

The Contracfor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1 Advertisement for Bids
2. General Conditions
3. Contractor's Bid
4. Instructions to Bidders
5. General Specificiations and Conditions
6. Detailed Specifications
7. Construction Drawings
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any aprt of the work, materials or apparatus be dimensioned or sized differently on different drawings or different pats of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in Two Hundred Forty (240) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials,tools, and other expendible equipment to the extent of ninety (90%) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools,and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials,tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later the fifth(5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractor, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII UNIT PRICES

In the event the Owner shall require the Contractor to do additional work, or in the event deductions are made from the work required, or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit preoce set out specifically on bid sheets 1 of 2 and 2 of 2 set out in Contract No.42 between pages 25 and 31, both inclusive, which by reference ismade a part hereof as if fully set out herein.

ARTICLE IX APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract,the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set out hands and seal on the day and year first above written.

CITY OF FORT WAYNE INDIANA
By: H.W.BAALS MAYOR
BOARD OF PUBLIC WORKS
ROBERT G.BEAMS
FRED W MENZE
JOHN H.JOHNSON

Attest:
HELEN W.SWEET, SECRETARY
Approved as to form and legality:
WALTER E. HELMKE, City Attorney

A. ARCARI
A.ARCARI, Contractor

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between A.ARCARI, an individual, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its Board of Public Works, for the construction of one (1) system of relief sewers and appurtenances located in the northwest section of the City of Fort Wayne, Indiana, which contract agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett
Harry M McMillen

General Ordinance No.2244 Continued

The Ordinance was read the third time in full and on motion was now passed by the following vote: General Ordinance No.2244 Continued

Ayes....Eight,Bennett,Fisher,Hamm,Harty,King,Knoche, McMillen,Spiegel, Wolf. Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of September 1947, by a majority vote of all members elect,did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2244.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the15th day of September 1947

Paul L Gick
City Clerk

A pproved this 15th day of September 1947.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2245

AN ORDINANCE SUPPLEMENTING GEneral Ordinance No.1436, and same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area,bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specifieduses; to establish building lines; and for such purposes to divide the City into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the Court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. That the symbols and indications of Section 5 of the map which is a part of General Ordinance No.1436, be and they are hereby changed and supplemented so that the following described real estate, to-wit: The territory bounded on the east by the first alley west of Hanna Street; on the south by Oxford Street; on the west by the East line of Warsaw Street; on the north by Wiebke Street and the north property line of lots numbered three (3) and five (5), Berg's Subdivision; also, a parcel of ground bounded on the east by the first alley west of Hanna Street; on the south by the south property line of lot Number 4, Sarazen's Subdivision; onnthe west by Monroe Street; on the north by Oxford Street; all more particularly described as follows:

Lots numbered eleven (11) and twelve (12) in Henry Wieble's Subdivision;) west one hundred eighty-two (182) feet of lot number one (1) Lasselle's Out Lot, east of Warsaw Street between Oxford Street and Wiebke Street; north twenty-two and one-half (22½) feet of eats ninety-five (95) feet south of Wiebke Street and west of Monroe Street of Lot number one (1) Lasselle's Out Lot; lots numbered one (1), two (2), three (3), four (4), and five (5) in Berg's Subdivision; also lots numbered one (1), two (2), three (3), and four (4), Sarazen's Addition, all in the City of Fort Wayne,Allen County, Indiana, be Changed from a "B" District, and be placed in and designated as "C" District.

Sec 2. That this Ordinance shall be supplemental andamendatory to Ordinance No.1436 kniwn as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements restrictions, and penalties of said Ordinance No.1436 shall be apart of this Ordinance and this Ordinance shall be a part of ordinance No.1436.

Sec 3. That this rdinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Wm H.Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote.Ayes... Eight. Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of September 1947, by a majority vote of all members,elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2245

Arno C Speigel
President

Paul L Gick
City Clerk

President to the Mayor for approval on the 15th day of September 1947

Paul L Gick
City Clerk

Approved this 15th day of September 1947.

H.W.BAALS
Mayor

7PBJX

GENERAL ORDINANCE NO.2246

AN ORDINANCE changing, amending and supplementing General Ordinance No.1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, undustries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authprizing the creation of a board of zoning appeals and providing for review of the decisions of such board by thecourt.
This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1929," as amended September 9, 1947.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

SECTION 1. That the symbols and indications of Section Four (4) of the map which is a part of General Ordinance No.1436, as above described, be changed form those of an "A" District to those of a "C" District on the area described as follows, to-wit:

Part of the Fractional southwest quarted of Section 15,Township 30norht,Range 12 east, in Allen County, Indiana, in particular described as follows, to-wit:

Commencing on the center line of the public highway known as the Bluffton Road a t a point situated 800.0 feet northeasterly from the point of intersection of x saidhighway center line by the center line of the publicstreet known as Brooklyn Avenue in the City of Fort Wayne Indiana; thence continuing northeasterly on the said Bluffton Road center line 650.0 feet; thence northwesterly and parallel to the said Brooklyn Avenue center line a distance of 541.7 feet to the north line of the Fractional Southwest Quarter of said Section 15, Township 30 north, Range 12 east; thence west on the line aforesaid a distance of 606.2 feet to a point situated 747.4 feet east of the point of intersection of the line aforesaid by the center line of the said Brooklyn Avenue; thence southwasterly and parallel to the center line of said Brooklyn Avenue a distance of 838.3 feet to the point of beginning; EXCEPTING therefrom a strip of land 90.0 feet in width off of the south border thereof as occupied by the said Bluffton Road and the right-of-way of the former Fort Wayne & Bluffton Interurban Railway; and, SUBJECT to a public street upon and over the north 25.0 feet thereof containing 8.24 acres of land.

SECTION 2. That all provisions requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of theis Ordinance and this Ordinance shall be a part of said Ordinance No.1436.

SECTION 2a. That said real estate shall be used for the following purposes only:

All Class A and Class B uses, as in said Ordinance set forth, and the auxilia ry uses thereto, as defined by Section 2(b) or special uses exclusively, as hereinafter provided:

Said uses shall include, and in connection therewith, window signs and a sign flat against the building below the top ofmthe enclosing walls announcing its existence, except as to a theatre or restaurant on which signs mab be perpendicular to walls and extend above the same;

Such uses shall include financial institution, office, public or private institution, except an institution otherwise classified,restaurant, theatre, exclusive of outdoor theatre;

Retail store, reatial trade, vocation profession, or shop for custom work or the making of articles to be sold at retail on the premises to the residents of the neighborhood but not including "E" uses in said Ordinance enumerated; gasoline filling and service station, esclusive of repair garage, to be a part of the building with pumps roof, and designed primarily for use by shoppers and patrons of said center;

Said uses shall include the establishment and maintenance of a shopping center composed of a building or buildings and appurtenances, said building or buildings to include a motion picture theatre, retail stores, offices, bowling alleys below ground level, and recreational facilities;

Said uses shall include the establishment and maintenance of parking areas and driveways;

Buildings used for said uses shall be of fireproof, sound, permanent and durable materials and methods of construction, with excavated basement equivalent to one-half of the floor area, and with foundations of concrete up to the grade line and with exterior construction of conservative, contemporary architectural design, with high-grade face brick, terra cotta or stone trim, or similar material;

Provided no operation is of such a nature as to become offensive or noxious by xx reason of the emission of odors, fumes or gas, dust, smoke or noise,

GENERAL ORDINANCE NO. 2246 Continued

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Frank W.King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Eight (8) Nays,,,,.None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of September 1947, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and know as GENERAL ORDINANCE NO.2246.

Arno C Speigel
President

PaulL Gick
City Clerk

Presented to the Mayor for approval on the 15th day of September 1947

Paul L Gick
City Clerk

Approved this 15th day of September 1947.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2247

AN ORDINANCE to amend Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by adding Section 17a to said Chapter 31, being an ordinance regulating truck and commercial traffic upon certain streets of the City of Fort Wayne, Indiana as amended September 23, 1947.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by adding Section 17a to said Chapter 31, and that said Section 17a read as follows, to-wit:

"Sec 17a. Trucks prohibited on certain city streets.
It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across the streets and thoroughfares of the City of Fort Wayne, Indiana, hereinafter disignated, to-wit:

Portage Avenue from Taylor Street to Freeman Street
Oakdale Drive from Broadway to Hoagland Avenue
West Packard Avenue from Fairfield Avenue to Hoagland Avenue
Arcadia Court from Fairfield Avenue to Hoagland Avenue
Sinclair Street from Oakland Street to St.Marys Avenue
Dayton Avenue from Fairfield to Beaver Avenue
Nuttman Avenue from Fairfield Avenue to Broadway
Kinsmoor Avenue from Hoagland Avenue to Broadway
Wildwood Avenue from Hoafland Avenue to Broadway
Glasgow Avenue from Washington Boulevard to Maumee Avenue
Kinnaird Avenue from Hoagland Avenue to Broadway

In the event the driver or owner of any truck or commercial vehicle drives said truck or commercial vehicle over and across said aforesaid designated streets or thoroughfares for delivery purposes said driver or owner of said truck or commericial vehicle shall enter upon and leave said streets or thoroughfares at the street intersection nearest to the point where said driver or owner of said truck or commercial vehicle made said delivery."

SECTION 2. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 3. That this ordinancem shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

Frank King Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes....Nine. Nays .... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne,Indiana at a regualr meeting held on the 23, day of September 1947. by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2247.

ARNO C SPIEGEL
President

PAUL L.GICK
City Clerk

Presented to the Mayor for approval on the 25 day of September 1947.

Paul L Gick
City Clerk

Approved this 25 day of September 1947.

H.W.BAALS
Mayor

7PBJX

GENERAL ORDINANCE NO.2248

AN ORDINANCE fixing the compensation for certain city officials and employees.

SECTION 1. That in accordance with Chapter 23 of an Act of the General Assembly of the State of Indiana for the year 1927, and acts amendatory thereto, the compensation of certain city officials and employees is hereby fixed and established as set out in this section from and after January 1, 1948.

The Mayor at the rate of Fifty-two Hundred ($5,200.00) Dollars per year.

The Controller at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

A Deputy Controller at the rate of Twenty-four Hundred ($2,400.00) Dollars per year.

The City Clerk at the rate of Three Thousand ($3,000.00) Dollars per year.

A Deputy Clerk at the rate of Twenty-one Hundred ($2,100.00) Dollars per year.

The City Treasurer at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

One Deputy Treasurer at the rate of Eighteen Hundred ($1,800.00) Dollars per year.

The City Judge at the rate of Thirty-six Hundred ($3,600.00) Dollars per year for criminal matters, and Six Hundred ($600.00) Dollars per year for civil matters.

The Members of the Board of Public Works at the rate of Twenty-four Hundred ($2,400.00) Dollars per year.

The Clerk of the Board of Works at the rate of One Thousand Six Hundred ($1,620.00) Dollars per year.

The Members of the Board of Public Safety at the rate of Nine Hundred ($900.00) Dollars per year.

The City Civil Engineer at the rate of Thirty-six Hundred ($3,600.00) Dollars per year

The Members of the Common Council at the rate of Six Hundred ($600.00) Dollars per year.

The City Attorney at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote.
Ayes....Nine..... Nays .. .None.

We Hereby Certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23 day of September 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2248.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 25 day of September 1947

Paul L Gick
City Clerk

Approved this 25 day of September 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO. 2249

AN ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No.1436; and the same being: An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of building; to regulate and determine the area of yeards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed foe specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinancex and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne." Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications of Section 2 of the map which is a part of General Ordinance No.1436, as above described, be changed from those of a "D" District to those of a "B" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit:

Area, bound3d on the east by Harmar Street; on the south by the first alley south of East Berry Street(Erie); on the weat by Francis Street and on the north by thefirst alley north of East Berry Street (Erie), also known as Lots 375, 376,377,378,379,380,381,382, and 383 of Hanna's Addition and Lots 1,2 and 3 of Skinner's Sub Division.

SECTION 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes-------Nine....Nays...

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of October 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No.2249.

Arno C Spiegel
City Clerk

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 17th day of October 1947

Paul L Gick
City Clerk

Approved this 17th day of October 1947

H.W.BAALS
Mayor

PBJX

GENERAL ORDINANCE NO.2250

An Ordinance approving and authorizing the issuance, sale and delivery by the housing authority of the City of Fort Wayne, Indiana, of any bonds, notes, interim certificates, debentures, or other obligations pursuant to Chapter 207, Acts of 1937, as amended, in order to finance the corporate purposes of said The Housing Authority of the City of Fort Wayne, Indiana.

WHEREAS, The Housing Authority of the City of Fort Wayne, Indiana, located in the City of Fort Wayne, Indiana, (hereinafter called the "Authority"), is a public body corporate and politic duly organized and existing under and by virtue of the Housing Authorities Act (Chapter 207, Acts of 1937), as amended, (hereinafter called the "Act"); and,

WHEREAS, pursuant to said Act, the Housing Authority has heretofore constructed and is now operating a housing project known as An Addition to Westfield Village and Samuel Morris Homes and designated as Project No.Ind,3-2; and,

WHEREAS, in order to finance its corporate purposes in connection with the contruction and operation of said Project, said Authority disires to borrow and to issue, sell and deliver, from time to time as required, its bonds, notes, interim certificates, debentures, or other obligations pursuant to said Act, (which said bonds, notes, interim certificates, debentures, or other obligations are hereinafter referred to as "bonds"); and,

WHEREAS, said Act provides that any housing authority organized under said Act shall have power to issue bonds in order to finance any of its corporate purposes, but that such bond issue must be approved by the city council, town board or county council, as the case may be, after a public hearing held pursuant to the notice of the time, place, and purpose thereof by one publicqtion at least ten days prior to the date of hearing, in a newspaper of general circulation in the particular city, town or county; and,

WHEREAS, on the 9th day of September, 1947, said Authority filed its written application, addressed to the Common Council of the City of Fort Wayne, Indiana, whereby said Authority requested approval by the said Common Council of the City of Fort Wayne, Indiana, of the issuance, sale and delivery, from time as required, of its bonds in order to finance its corporate purposes; and,

WHEREAS, on the 25th day of Spetmeber, 1947, there was published in the News-Sentinel, a newspaper of general circulation in the City of Fort Wayne, Indiana a notice that upon the 14th day of October, 1947, at 8:00 o'clock, P.M., Central Standard Time, a public hearing would be held at the Council Chambers of the City Hall in the City of Fort Wayne, Indiana, for the purposes of considering said application of said Authority for approval of the issuance, sale and delivery of its bonds; and,

WHEREAS, pursuant to said notice, a public hearing was held on the 14th day of October, at 8:00 o'clock, P.M. Central Standard Time, at the Council Chambers of the City Hall in the City of Fort Wayne, Indiana, for the purpose of hearing and considering said written application, and at said public hearing there were present the members of the Common Council of the City of Fort Wayne, Indiana, and the Chairman of said Authority; and,

WHEREAS, at said public hearing said written application of said Authority was read, heard and considered; and,

WHEREAS, the Common Council of the City of Fort Wayne, has heretofore determined and does hereby determine that the approval of said written application of said Authority is in the best interests of said Authority amd the City of Fort Wayne, Indiana.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That said written application of said Authority, which said application is in the words and figures as follows, to-wit:

Fort Wayne, Indiana.
September 9, 1947

The Honorable Common Council of
the City of Fort Wayne, Indiana

Gentlemen:

The undersigned, The Housing Authority of the City of Fort Wayne, Indiana, (hereincalled the "Authority")respectfully represents and shows to the Common Council of the City of Fort Wayne, Indiana, as follows:

1. That it is a public body corporate and politic duly organized and existing under and by virtue of the Housing Authorities Act (Chapter207, Acts of 1937) of Indiana, as amended (herein called the "Act"), and is operating a housing project known as An Addition to Westfield Village and Samuel Morris Homes and designated as Project No Ind 3-2. SEE ATTACHED LETTER TO GENERAL ORDINANCE NO.2250.

be, and the same is hereby approved and grantedcand that said Authority shall be and is hereby authorized, from time to time as required, to borrow money and to issue, sell and deliver its bonds, notes, interim certificates, debentures or other obligations as security for the money so borrowed. Said bonds, notes, interim certificates,

GENERAL ORDINANCE NO.2250 Continued

debentures or other obligations issued, sold and delivered by said Authority shall be in the form and in the amounts as shall be determined by resolution of said Authority.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Eight.....Nays None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of October 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2250

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 29th day of October 1947

Paul L Gick
City Clerk

Approved this 29th day of October 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2251

AN ORDINANCE authorizing the transfer of Four Hundred Fifty Thousand Dollars ($450,000.00) from the City Light & Power Utility of the City of Fort Wayne, and appropriating the same for the uses of said General Fund for the year of 1948.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorised to transfer from the City Light & Power Utility Funds the sum of Four Hundred Fifty Thousand Dollars ($450,000.00) to the General Fund of the City of Fort Wayne, Indiana.

SECTION 2. That said sum of Four Hundred Fifty Thousand Dollars ($450,000.00) is hereby appropriated to the use of the General Fund of the said City of Fort Wayne, Indiana, during the year 1948, and in accordance with Appropriation Ordinance No.1144 passed by the Common Council of the City of Fort Wayne, Indiana, August 19, 1947.

SECTION 3. That said sum of money may be transferred in monthly installments.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....8....Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11 day of November 1947, by a majority vote of all members, elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2251.

Arno C Spiegel

Paul L Gick

Presented to the Mayor for approval on the 13th day of November 1947.

Paul L Gick

Approved this 13th day of November 1947.

H.W.BAALS
Mayor

7PBJX

GENERAL ORDINANCE NO.2252

AN ORDINANCE supplementing General Ordinance No.1436, and same being An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish buildings line; and for such purposes to divide the city into districts, to provide for administration and for peanlties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the Court.
This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne, passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. That the symbols and indications of Section 6 of the map which is a part of General Ordinance Number 1436 be and they are changed and supplemented so that the following described real estate to-wit: The territory bounded on the south by McKinnie Avenue, on the west by Anthony Boulevard, on the east bt Euclid Avenue, and on the north by a line parallel to and 100 feet north of McKinnie Avenue, said real estate being Lot Eighteen (18) Ostrowski's Subdivision, which is now in an "A" District and Lot One (1) Ostrowski's Subdivision, which is in a "B" District, be changed to a "C" District"

Section 2. That this ordinance shall be supplemental and amendatory to Ordinance Number 1436, known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements, restrictions, and penalties of said ordinance number 1436 shall be a part of this ordinance and this ordinance shall be a part of Ordinance Number 1436.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publications

Wm H Knoche

The Ordinance was read the third time in full and on motion was now passed by the following vote.Ayes.....Eight....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11 day of November 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2252.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 13th day of November 1947.

Paul L Gick
City Clerk

Approved this 13th day of November 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2253.

AN-ORDINANCE changing and amending the symbols and indications of a part of General Ordinance No.1436; and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for admin - istration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decision of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne." Passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. That the symbols and indications of Section 3 of the map which is a part of General Ordinance No.1436, as above described, be changed from those of a "C" District to those of a "B" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit:

Bounded on the south by Maumee Avenue, on the west by Wabash Avenue, on the north by the alley north of Maumee Avenue and on the east by Glasgow Avenue.

SECTION2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a

part of said Ordinance No. 1436.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote.....Ayes .....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 11 day of November 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2253.

Arno C Speigel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 13th day of November 1947

Paul L Gick
City Clerk

Approved this 13th day of November 1947

Paul L Gick
City Clerk

Approved this 13th day of November 1947.

H.W.BAAls
Mayor

GEBERAL ORDINANCE NO.2254

AN ORDINANCE authorizing the City Controller of the City of Fort Wayne, Indiana, to transfer certain funds from Item 59 to certain specific items set out in this ordinance; authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to transfer certain funds from Item 111b, Item 111c and Item 59 to certain specific items set out in this ordinance; and authorizing the Board of Public Safety of the City of Fort Wayne, Indiana, to transfer certain funds from Item 711:, 44h, 724h, and 726g, to certain specific items set out in this ordinance; which said transfers do not increase the tax levy of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City Controller of the City of Fort Wayne, Indiana, is hereby authorized to transfer Department of Finance funds from the items hereinafter set out to the items hereinafter specifically described as follows, to wit:-

From Item 59: $435.00 to the following items:

Item 214 - Telephone & Telegraph		$35.00
a - Mayor's Office	$12.00	
b - City Clerk's Office	23.00	
	$35.00	
Item 53 - Refunds, Awards & Indemnities		$400.00
e - City Attorney's Office		
		$435.00

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana, is hereby authorized to transfer funds from the item hereinafter set out to the items hereinafter specifically described as follows, to wit:-

From Item 111b: $1,770.00 to the following items:

Item 331 - Gasoline, Street Dept.	$1,620.00
d - Street Dept.	
Item 333 - Tires, Street Dept.	150.00
d - Street Dept.	$1,770.00

From Item 111c: $8,100.00 to the following items:

Item 243 - Blue Printing & Photographing	$ 50.00
c- City Engineer	
Item 252 - Repairs to Equipment	100.00
c - City Engineer	
Item 331 - Gasoline	1,330.00
d - Street Dept.	

Item 362 - Stationery & Printing		$ 100.00
a - Board of Works		
Item 38 - Supplies		100.00
e - Asphalt Dept.		
Item 43 - Materials		5,700.00
d - Street Department	$ 900.00	
e - Asphalt Department	4,800.00	
	$5,700.00	
Item 51a - Insurance		100.00
a - Board of Works		
Item 725 - Office Equipment		70.00
		$ 8,100.00

From Item 59: $17,000.00 to the following items:

Item 112 - Payroll		$ 8,850.00
d - Street Repair	$ 6,350.00	
e - Street Cleaning	2,500.00	
	$8.850.00	
Item 241 - Public Printing & Advertising		$ 4,000.00
a - Board of Works		
Item 43 - Street & Alley Materials		2,950.00
d - Street Department	$2,150.00	
e - Asphalt Department	300.00	
	$2,950.00	
Item 451 - Repair Parts & Equipment		1,200.00
d - Street Department		
		$ 17,000.00

Section 3. That the Board of Public Safety of the City of Fort Wayne, Indiana is hereby authorized to transfer funds from the items hereinafter set out to the items hereinafter specifically described as follows, to-wit:

From Item 44h: $1,000.00 to the following items:

Item 331 - Gasoline	1,000.00
h - Fire	
From Item 711i: $350.00 to the following item:	
Item 343 - Medical & Surginal	350.00
h Fire	
From Item 724h: $1,000.00 to the following item:	
Item 331 - Gasoline	1,000.00
e - Police	
From Item 726g: $1500.00 to the following items:	
Item 331 - Gasoline	1,300.00
e - Police	
Item 343 - Medical ' Surgical	200.00
e - Police	
	$1,500.00

Section 4. That the transfer of said funds set out in Sections 1, 2, and 3 herein do not increase the tax levy of the City of Fort Wayne, Indiana.

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Approved by:
Otto H Adams
Otto H Adams City Controller

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ,,,,,,,,Eight. Nayes .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2254.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 11th day of December 1947
Paul L Gick
City Clerk

Approved this 12th day of December 1947.
H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2255

AN ORDINANCE fixing the salaries, compensation and wages of officers and employes of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employes of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January 1948.

FINANCE

Secretary to the Mayor at the rate of One Thousand Five Hundred Sixty Dollars ($1,560.00) per year.

Assistant Deputy Controller at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Cashier Barrett Law at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Clerk Barrett Law at the rate of Two Thousand Three Hundred Forty Dollars ($2,340.00) per year.

Clerk Harrett Law at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Bailiff to City Court at the rate of One Thousand Eight Hundred Sixty Dollars ($1,860.00) per year.

Secretary to the City Attorney at the rate of One Thousand One Hundred Forty Dollars ($1,140.00) per year.

Office Manager-Secretary to Veterans' Aid Commission at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Counsellor to Veterans Aid Commission at the rate of One Thousand Two Hundred Dollars ($1,200.00) per year. (C)

Counsellor to Veterans Aid Commission at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.

Stenographer Veterans' Aid Commission at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) peryear.

Stenographer (C) Veterans' Aid Commission at the rate of Four Hundred Twenty Dollars ($420.00) per year.

PUBLIC WORKS

Minute Clerk, Board of Public Works, at the rate of One Thousand Eight Hundred Twenty Dollars ($1,820.00) per year.

Stenographer, Board of Public Works,at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Bookkeeper, Board of Public Works, at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Building Commissioner at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Electrical Inspector at the rate of Three Thousand Three Hundred Sixty Dollars ($3,360.00) per year.

Plumbing Inspector at the rate of Three Thousand Three Hundred Sixty Dollars ($3,360.00) per year.

Heating Inspector at the rate of Three Thousand Three Hundred Sixty Dollars ($3.360.00) per year.

Clerk, Building Department, at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Electrical Examining Board at the rate of Fifty Dollars ($50.00) per year.

Plumbing Examining Board at the rate of Fifty Dollars ($50.00)per year.

Assistant City Engineer at the rate of Three Thousand Five Hundred Twenty Dollars ($3,520.00) per year.

Junior Assistant City Engineer at the rate of Three Thousand One Hundred Twenty Dollars($3,120.00) per year.

Draftsman, City Engineer's Office at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

Instrument Men at the rate of Three Thousand One Hundred Twenty Dollars ($3,120.00) per year.

Rodmen at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Clerk to the Engineer at the rate of Two Thousand Six Hundred Forty Dollars ($2,640.00) per year.

Street Commissioner at the rate of Three Thousand Nine Hundred Sixty Dollars ($3,960.00) per year.

Assistant Street Commissioner at the rate of Three Thousand One Hundred Twenty Dollars ($3,120.00) per year.

Superintendent of the Asphalt Plant at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Day Janitor, City Hall, at the rate of One Thousand Nine Hundred Twenty Dollars ($1,920.00) per year.

Night Janitor, City Hall, at the rate of One Thousand Nine Hundred Eighty ~~Dollars~~ Dollars ($1,930.00) per year.

Smoke Inspector at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Clerk to the Smoke Inspector at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Humane Officers at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

Attendant at Humane Shelter at the rate of One Thousand Five Hundred Seventy-~~Two~~ Two Dollars ($1,572.00) per year.

PUBLIC SAFETY

Executive Secretary, Board of Public Safety, at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

Inspector, Weights & Measures, at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.

Weighmaster,City Scale, at the rate of One Thousand Nine Hundred Twenty Dollars ($1,920.00) per year.

Marketmaster,City Market, at the rate of Two Thousand Two Hundred Eighty Dollars ($2,280.00) per year.

Helper,Weights & Measures, at the rate of Seventy Dollars($70.00) per year.

Helper,Weighmaster, at the rate of Seventy Dollars ($70.00) per year.

Chief of Police at the rate of Four Thousand Five Hundred Dollars ~~($4,500~~ ($4,500.00) per year.

Captain of Detectives at the rate of Three Thousand Six Hundred Dollars $3,600.00) per year.

Captains at the rate of Three Thousand Five Hundred Forty Dollars ($3,540.00) per year.

Lieutenants at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Detective Sergeants at the rate of Three Thousand Dollars ($3,000.00) per year.

Sergeant Investigators at the rate of Three Thousand Dollars ($3,000.00) per year.

Sergeants at the rate of Two Thousand Eight Hundred Eighty Dollars($2,880.00) per year.

Lieutenant Mechanic at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Sergeant Mechanic at the rate of Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Patrolmen at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

New Patrolmen at the rate of Two Thousand Six Hundred Ten Dollars($2,610.00) per year.

Secretary to the Chief of Police at the rate of Two Thousand Three Hundred Forty Dollars ($2,340.00) per year.

Clerk to the Traffic Captain at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Clerk to the Detective Captain at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Superintendent,Signal Department, at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Assistant,Superintendent,Signal Department, at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Lineman at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Electrician at the rate of Three Thosuand Two Hundred Forty Dollars($3,240.00) per year.

Radio Engineer at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Radio Technician Repairman at the rate of Three Thosuand Sixty Dollars ($3,060.00) per year.

Dispatchers, First Class, at the rate of Two Thousand Nine Hundred Twenty-Two Dollars ($2,922.00) per year.

Dispatchers, at the rate of Two Thousand Seven Hundred Ninety Dollars ($2,790.00) per year.

New Signal Men at the rate of Two Thousand Six Hundred Ten Dollars($2,610.00) per year.

Chief of the Fire Department at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Battalion Chiefs at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Platoon Captains at the rate of Three Thousand Three Hundred Sixty Dollars ($3,360.00) per year.

Fire Prevention Captain at the rate of Three Thousand Three Hundred Sixty Dollars ($3,360.00) per year.

Captains at the rate of Three Thousand One Hundred Twenty Dollars($3,120.00) per year.

Lieutenants at the rate of Three Thousand Dollars ($3,000.00) per year.

Master Mechanic at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Assistant Mechanic at the rate of Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Firemen at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

New Firemen at the rate of Two Thousand Seven Hundred Thirty Dollars ($2,730.00) per year.

Secretary to the Fire Chief at the rate of Two Thousand Three Hundred Forty Dollars ($2,340.00) per year.

Traffic Engineer at the rate of Four Thousand One Hundred Twenty Dollars ($4,120.00) per year.

Asst.TrafficEngineer at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Secretary to the Traffic Engineer at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

Draftman at the rate of Two Thousand Five Hundred Twenty Dollars ($2,520.00) per year.

Painter, Street & Sign at the rate of Two Thousnad Five Hundred Twenty Dollars ($2,520.00) per year.

Painters, at the rate of Two Thousand Four Hundred ($2,400.00) per year.

PUBLIC HEALTH

President, Board of Health, at the rate of Three Hundred Sixty Dollars ($360.00) per year.

Vice-President, Boardof Health at the rate of One Hundred Eighty Dollars ($180.00) per year.

Second Vice-President, Board of Health, at the rate of OneHundred Eighty Dollars ($180.00) per year.

Secretary, Board of Health, at the rate of Four Thousand Seven Hundred Thirty-Six Dollars and Forty Cents ($4,736.40) per year.

Registrar, Board of Health, at the rate of Two Thousand Four Hundred Twenty Dollars ($2,420.00) per year.

Nurses at Isolation Hospital at the rate of One Thousand Fifty-Three Dollars and Forty Cents ($1.053.40) per year.

Public Health Nurse at the rate of Two Thousand Four Hundred Thirty-Six Dollars ($2,436.00) per year.

Bacteriologist at the rate of Two Thousand Seven Hundred Twenty-Four Dollars ($2,724.00) per year.

Captains of Detectives at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Detective Sergeants at the rate of Three Thousand One Hundred Twenty Dollars ($3,120.00) per year.

Sergeants at the rate of Three Thousand Dollars ($3,000.00) per year.

Sanitary Officer at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

New Sanitary Officer at the rate of Two Thousand Seven Hundred Thirty Dollars ($2,730.00) per year.

Clinic Director at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Investigator at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

School Physicians at the rate of One Thousand Twenty Dollars ($1,020.00) per year.

School Dentist at the rate of One Thousand Twenty Dollars ($1,020.00) per year

School Nurse at the rate of Two Thousand Four Hundred Thirty-Six Dollars ($2,436.00) per year.

Nurse at Venereal Clinic at the rate of Eight Hundred Seventy-Six Dollars ($876.00) per year.

Assistant Registrar at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Assistant to Laboratory at the rate of One Thousand One Hundred Twenty Dollars ($1,120.00) per year.

CITY PLAN

Consultant to the City Plan Commission at the rate of Six Thousand Dollars ($6,000.00) per year.

Secretary to the City Plan Commission at the rate of Three Hundred Seventy-Five Dollars ($375.00) per year.

Clerk to the Board of Zoning Appeals at the rate of Three Hundred Seventy-Five Dollars (#375.00) per year.

Stenographer Clerk City Plan Commission at the rate of Two Thousand Four Hundred Dollars ($2,400100) per year.

Draftsman City Plan Commission at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Section 2. That the salary of any policeman or signal man (dispatcher) be at the rate of Two Hundred Fifteen Dollars ($215.00) per month and of any fireman and sanitary officer at the rate of Two Hundred Twenty-Five Dollars ($225.00) per month for the first six months of his employment; and at the rate of Two Hundred Twenty Dollars ($220.00) per month for any policeman or signal man (dispatcher) or Two Hundred Thirty Dollars ($230.00) per month for the fireman or sanitary officer - for the second six months of his employment; thereafter, a policeman shall be compensated at the rate of Two Hundred Twenty-Five Dollars ($225.00) per month, a signal man (dispatcher) at therate of Two Hundred Thirty-Two Dollars and Fifty Cents ($232.50) per month; and a fireman and a sanitary officer at the rate of Two Hundred and Thirty-Five Dollars ($235.00) per month of his employment.

Section 3. That no member of the Police Dept. or Signal Dept. of the City of Fort Wayne, Indiana, shall be required, except in case of public emergency as determined by the Mayor, to work more than an average of forty hours per week in any on calendar year: Provided, however that the aforementioned provision of the within ordinance shall not apply to the Chief of Police, Captain, of Police, Captain of Detectives, Supt. of Signal Dept. and Ass't Supt. of the Signal Dept.

Section 4. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be for a calendar year and shall be paid on a semi-monthly basis, and it is the intention of this Ordinance that the salaries, conpensations or wages contemplated herein shall be paid for such time as said officers and employees are actually in service.

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes.....Eight...Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9th day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2255.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 11th day of December 1947

~~Paul L Gick~~
City Clerk

Approved this 12th day of December 12 1947

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2256

AN ORDINANCE ratifying and approving a certain contract and aggreement made and entered into by and between WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation, and the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, by and through its Board of Public Works.

WHEREAS, on the 21 day of November 1947, Westinghouse Electric Corporation, a Pennsylvania corporation entered into a certain contract and agremment with the City of Fort Wayne, Allen County, Indiana, a municipal corporation, by and through its board of Public Works, for the sale of one (1) 5000/6667 kv-a Unit Substation, which contract and agreement are more fully set forth in the said contract, to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 21 day of November,1947, by and between WESTINGHOUSE ELECTRIC CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania,Party of the First Part, and the CITY OF FORT WAYNE, a municipalcorporation of Allen County, Indiana, by and through its Board of Public Works, Party of the Second Part,WITNESSETH:

That the Party of the First Part covenants and agrees to furnish and pay for all labor, materials, apparatus,and tools required for the building, furnishing and delivery of

One (1) 5000/6667 kv-a Unit Substation

to be delivered f.o.b. Fort Wayne, Indiana. All such apparatus and equipment and the building thereof shall be in accordance with the plans and specifications prepared by the party of the Second Part and known as Contract No.41, and the proposal of the Party of the First Part now on file in the office of the Board of Public Works, of the City of Fort Wayne, Indiana,all of which plans, specifications and proposal are made a part of this contract as fully and effectuallyas if copied herein at full length, for and in consideration of payment by the City of Fort Wayne, Indiana, Party of the Second Part, as follows:

Eighty-one Thousand Six Hundred Ninety-four Dollars ($81,694.00).

TERMS OF PAYMENT: The City of Fort Wayne, Party of the SecondPart, agrees to make a partial payment of sixty per cent (60%) of the contract price upon the delivery of the apparatus and equipment. The remaining forty per cent (40%) will be paid on acceptance of the apparatus and equiment, acceptance, however, not to be later than ninety (90) days after delivery of the apparatus and equipment. No Payment shall be considered as an acceptance of the apparatus and equipment prior to final acceptance by the Board of Public Works, or shall release the Party of the First Part from liability for faulty work appearing after the final payment has been made.

The Party of the First Part agrees to ship the aforesaid 5000/6667 kv-a Unit Substation, six hundred ninety (690) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana,

The said Party of the First Part agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

This contract, although executed on behalf of the City of by itsMayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the Cityfail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foreg ing named parties, have hereunto set our hands and seald on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA
BY H.W.BAALS MAYOR
BORAD OF PUBLIC WORKS
ROBERT G. BEAMS
FRED W MENZE
JOHN H JOHNSON

WESTINGHOUSE ELECTRIC CORPORATION
BY:F.T.WHITING
F.T.WHITING, VICE-PRESIDENT

ATTEST:
HELEN W. SWEET
Secretary

Approved as to form and legality:
WALTER E HELMKE
City Attorney

GENERAL ORDINANCE NO.2256 Continued

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION1. That the foregoing contract made and entered into by and between Westinghouse Electric Corporation, a Pennsylvania corporation, and the City of Fort Wayne, Allen County Indiana, a municipal corporation, by and through its Board of Public Works, for the sale and purchase of one (1) 5000/666/kv-a Unit Substation, which contract and agreement is more set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION2. That this Ordinance shall be in full force and effect from ans after its passage and approval by the Mayor.

E.H.Fisher

The Ordinance was the third time in full and on motion was now passed by the following vote.Ayes .....Eight....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 9 day of December 1947, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as
BENERAL ORDINANCE NO.2256.

Arno C Speigel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 11 day of December 1947
Paul L Gick
City Clerk

Approved this 12th dau of December 1947.
H.W.BAALS Mayor

GENERAL ORDINANCE NO.2257

AN ORDINANCEauthorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana,to execute a quit claim deed to Lot No.109 Bercot's Addition and Lot No.110, Bercot's Additinn to the City of Fort Wayne Indiana, Allen County Indiana, to Homer O. Beerbower.

WHEREAS, on April 11, 1938, the City Controller purchased at tax sale the following described real estate, to wit:
Lot No.109 and Lot.110 Bercot's Additon to the City of Fort Wayne, Alleb County, Indianap for delinq-uent sidewalk assessments in the amount of Six Dollars and Seventy-Six Cents($6.76) and Thirty Dollars and Two Cents ($30.02) respectivelx; and,

WHEREAS, the purpose was to protect certain advancements made and in the payment of Barrett Law Bonds from being barred by the statute of limitations: and,

WHEREAS, A deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and ,

WHEREAS, HOMERO Beerbower desires to pruchase said Lot, and said purchaser desires to pay the City of Fort Wayne, Indiana, the sum of Ten Dollars ($10.00) on Lot 109 Bercot's Addition, and Fifty Dollars ($50.00) on Lot 110 Bercotts Additnon; and,

WHEREAS, it is necessary to execute a quit claim deed to clear the title to said real estate.

NOE THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Sectionl. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to the following described real estate, to wit:

Lot 109 and Lot 110 Bercot's Addition to the City of Fort Wayne, Indiana, Allen Countyn upon the receipt of the sum of Ten Dollars ($10100) on Lot 109 Bercot's Additnon and Fifty Dollars ($50.00) on Lot 110 Bercot's Addition being Barrett Law Assessments due on said Lots,costs and interests.

Section 2. That this ordinance shall be in full force and effect fr m and after its passage and approvalby the Mayor.

Ben F Bennett

The Ordinance was read the third time in full and on motion was now passed b the following vote Ayes ....Ayes Eight ..Nays None...

We Herebyn Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2257.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Maypr for approval on the 11th day of December 1947.
Paul L Gick
City Clerk

Approved this 12th day of December 1947

H.W.BAALS
Mayor

7PBJX

BENERAL ORDINANCE NO.2258.

AN ORDINANCE amending Section 62 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946; being anordinance regulating traffic upon streets in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 62 of Article IV of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by adding to Schedule III restriction of parking on the east side of Kelly Drive from Spring Street to Huffman Street, to-wit:

Section 62. Parking Prohibited in Designated Places - When signs are erected giving notice thereof, no person shall park a vehicle at any tme upon any of the streets described in Schedule III attached to and made a part of this ordinance."

SCHEDULE III

(This supplies to Section 62)

In accordance with Section 62, when signs are erecyed giving notice thereof, no person shall at any time park a vehicle upon the following described streets or parts of streets:
East side of Kelly Drive from Spring Street to Huffman Street

SECTION 2. That this ordinance shall be in full force and effect from and after its passage approval by the Mayor, and legal publication thereof.

H arry M McMillen

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes .....Eight....Nays ...None.

We Hereby Certify, That the Common Council of the City of Cort Wayne, Indinan, at a regular meetigg, held on the 9th day of December 1947, b a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2258

ARNO C SPIEGEL
PRESIDENT

PAUL L GICK
CITY CLERK

Presented th the Mayor for approval on the 11th day of December 1947.

Paul L Gick
City Clerk

Approbed this 12th day of December 1947.

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO.2259

AN ORDINANCE changing the name of John Street to South Park Drive between Oxford Street and the city limits; Changing the name of Ludlow Avenue to Irvington Drive between Clinton Street and Eastbrook Drive; changing the name of Irvington Avenue to Irvington Drive between Eastbrook Drive and Oakwood Avenue; and changing the name of Oakwood Avenue to Irvington Drive between Irvington Avenue and Norfolk Avenue all in the City ~~limits~~ of Fort Wayne, Allen County.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, IDNAIAN:

SECTION1. That the name of John Street between Oxford Street and the city limits of the City of Fort Wayne, Allen County Indiana be changed to South Park Drive.

SECTION 2. That the name of Ludlow Avenue between Clinton Street and Eastbrook Drive in the City of FortWayne,,Allen County Indiana, be changed to Irvington Drive:

That the name of Irvington Avenue between Eastbrook Drive and Oakwood Avenue in the City of Fort Wayne, Allen County, Indiana, be changed to Irvington Drive; and,

That the name of Oakwood Avenue between Irvington Avenue and Norfolk Avenue in the City of Fort Wayne, Allen County, Indiana, be changed to Irvington Drive.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

WM H.KNOCHE

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .... Eight...Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regulat meeting held on the 9 day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2259

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 11 day of December 1947

Paul L Gick
City Clerk

Approved this 12 day of December 1947

H.W.BAALS
MAYOR

GENERAL ORDINANCE NO. 2260

AN ORDINANCE to amend Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by adding Section 17a to said Chapter 31, being an ordinance regulating truck and commercial traffic upon certain streets of the City of Fort Wayne Indiana,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, IDNAIANA:

SECTION 1. That Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by adding Section 17a to said Chapter 3, and that said Section 17a read as follows, to-wit:

"Sec. 17a. Trucks prohibited on certain city streets.
It shall be unlawful for any driver of owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across the streets and thoroughfares of the City of Fort Wayne, Indiana, hereinafter designated, to-wit:

Portage Avenue from Taylor Street to Freeman Street
Oakdale Drive from Broadway to Hoagland Avenue
West Packard Avenue from Fairfield Avenue to Broadway
Arcadia Court from Fairfield Avenue to Hoagland Avenue
Sinclair Street from Oakland Street to St. Mary's Avenue
Dayton Avenue from Fairfield Avenue to Beaver Avenue
Nuttman Avenue from Fairfield Avenue to Broadway
Kinsmoor Avenue from Hoagland to Broadway
Wildwood Avenue from Hoagland Avenue to ~~Ear~~ Broadway
Glasgow Avenue from Washington Boulevard to Maumee Avenue
Kinnaird Avenue from Hoagland Avenue to Broadway
Crescent Avenue from Columbia Avenue to State Boulevard

In the event the drive or owner of any truck or commercial vehicle drives said truck or commercial vehicle over and across said aforesaid designated streets or thoroughfares for delivery purposes said driver or owner of said truck or commercial vehicle shall enter upon and leave said truck or commercial vehicle made said delivery."

SECTION 2. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

SECTION 3. That this ordinance shall be in full force and effect from and after its passage approval by the Mayor, and legal publication thereof.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes .....Eight...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.2260.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 11 day of December 1947
Paul L Gick

Approved this 12th day of December 1947

H.W.BAALS
Mayor

7PB.IX

GENERAL ORDINANCE NO.2261

AN ORDINANCE to amend Section Seven (7) of "AN ORDINANCE concerning taxicabs, providing for the regulating and licensing thereof, issuance of permits for the operation thereof, repealing all ordinances in conflict therewith, fixing the time when the same shall take effect, and providing penalties for violation thereof, as amended April 13, 1943, being known as General Ordinance No.2104 as amended December 11, 1945."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

Section 1. That Section Seven (7) of General Ordinance No.2104 be amended to read as follows:

"Sec. 7. Taxi Fares, Number of Passengers and Posting or Schedule of Fares.

(a) The following fares shall be charged for the carrying of passengers by the taxicabs of the City of Fort Wayne, Indiana:

(1) For one (1) passenger or group of passengers, not exceeding four (4) from the same point of origin to the same point of destination anywhere in the City of Fort Wayne, the fare shall be sixty (60¢) cents for said trip; provided, however,that for each passenger in excess of,four (4) an additional fare shall be charged and collected at the rate of twenty-five (25¢) cents shall be charged and collected for each and every interim stop for discharge of passengers.

(b) It shall be lawful for taxicabs to carry more than one passengerx or more than one group pf passengers, provided, however, that second passenger or groups of passengers shall not be picked up or admitted to a taxicab without the consent of the first passenger or group of passengers engaging said taxicabs.

(c) Each taxicab shall have posted in a manner approved by the Chief of Police and in a conspicuous place in letters of legible size a schedule of the fares provided by this Ordinance."

Sec. 2. Any person, firm or corporation violating any of the provisions of this Ordinance shall, upon conviction thereof, be fined in any sum not exceeding Three Hundred ($300.00) Dollars to which may be added imprisonment for a period of not exceeding Thirty (30) days.

Sec. 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication thereof.

Frank W King Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine...Nays.... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting held on the 23 day of December 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2261.

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the 24 day of December 1947.

Paul L Gick
City Clerk

Approved this 24 day of December 1947.

H.W.BAALS
Mayor

GENERAL ORDINANCE NO.2262

AN ORDINANCEratifying and approving a certain contract and agreement made and entered into by and between THE JOURNAL*GAZETTE COMPANY and the CITY OF FORT WAYNE,by and through its Board of Public Works, of Allen County Indiana.

WHEREAS, on the 9th day of of December, 1947, THE JOURNAL-GAZETTE COMPANY entered into a contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the printing in the Fort Wayne Journal*Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1948, until December 31, 1948, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the Contract One Hundred and Fifty (150) copies of the proceedings of the entire year, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 9th day of December, 1947, by and between THE JOURNAL-GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, Allen County,State of Indiana by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the Party of the First Part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1948, until December 31, 1948, and to furnish the Party of the Second Part One Hundred Twenty-five (125)xxxxxx copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1948, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound with cloth,

That the Party of the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal*Gazette Company, shall be at the rate of One Dollar and Twenty-seven Cents ($1.27) per lineal inch, actual measurement,

measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinancesa and other publications required to be made by law, shall be One Dollar and Twenty seven cents($1.27) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the First Party fails to performs all the conditions required by this contract to be performed by it, the Party of the Second Part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of the Firt Part.

The Party of the First Part agrees that inthe prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00) payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said Party of the Second Part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year first above written.

THE JOURNAL-GAZETTE COMPANY
By: F.B.RITCHEY
Business Manager
By: A.F.SCHERER
Secretary
Party of the First Part

H.W.BAALS
Mayor of the City of Fort Wayne
CITY OF FORT WAYNE INDIANA
BOARD OF PUBLIC WORKS

ATTEST:
HELEN W SWEET
Secretary

ROBERT G BEAMS
FRED W MENZE
JOHN H JOHNSON

Approved as to form and legality:

WALTER E HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between THEJournal-Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, for the printing in The Fort WayneJournal-Gazette of the proceedings of the Common Council of the City of Fort Wayne, Indiana, from anuary 1, 1948, until December 31, 1948, and to furnish the said City of Fort Wayne One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of the contract, One Hundred and Fifty (150) copies of the proceedings of the entire year, which contract and agreeement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION2. That this rdinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F Bennett

The rdinance was read the third time in full and on motion was not passed by the following vote. Ayes....Nine...Nays.None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 23 day of December 1947, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and knwon as

GENERAL ORDINANCE No.2262

Arno C Spiegel
President

Paul L Gick
City Clerk

Presented to the Mayor for approval on the w6th day of December 1947.

Paul L Gick
City Clerk

Approved this 26th day of December 1947.

H.W.BAALS
MAYOR

2PBJX

GENERAL ORDINANCE NO.2263
An Ordinance approving an Agreement With Indiana Service Corporation

WHEREAS, heretofore, to-wit: On the 5th day of December 1947, the City of Fort Wayne, by and through its Board of Public Works, entered into the following agreement with Indiana Service Corporation, an Indiana corporation, to-wit:

THIS AGREEMENT made and entered into this 5th day of December 1947, by and between the City of Fort Wayne (hereinafter called the "City),a municipal corporation in the county of Allen and state of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Indiana Service Copporation (hereinafter called the "Corporation"), an Indiana corporation, Party of the Second Part,

WITNESSETH:

Whereas, the Corporation now operates the local passenger transportation system in the City of Fort Wayne by means of trolley coaches and motor buses, having abandoned all street carx operation on June 27, 1947; and

Whereas, the City, by agreement, dated October 30, 1939, between it and the Corpr Corporation, duly approved and confirmed by the Common Council of the City on November 7, o939, granted to the Corporation the right,authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses on certain respective streets and public places as therein provided, and consented to the abandonment of street car service on certain streets and public places as therein provided; and

Whereas, the City, by agreement, dated August 11, 1941, between it and the Corporation, duly approved and confirmed by the Common Council of the City on August 26, 1941, granted to the Corporation the right, authority, privilege and permit to ocate, conduct, operate and maintain trolleymcoaches and motor buses on certain pr resective streets and public places as therein provided, so as to permit the Corporation to replace its remaining street car service with trolley coah service and to make certain extensions to its motor bus service; and

Whereas, by reason of the national emergency, the City and the Corporation, by agreement, dated July 27, 1942 and approved and confirmed by the Common Council of the City on August 11, 1942, made certain midifications to the said agreements, dated October 30, 1939 and August 11, 1941, respectively, with respect to continuing operation of street car service during the national emergency, the abandonment of such service at the cessation of the national emergency and the periods fixed for removal of tracks and rails and pavement restoration; and

Whereas, the Corporation, in rendering adequate and proper trolley coach service, has found it necessary or expediant to operate over the streets and public places named in Article I hereof and not included in either the said agreement dated October 30, 1939 or the said agreement dated August 11, 1941, as streets and public places on which the Corporation is granted the right and authority to render trolley coach service; and

Whereas, it has been determined by the City and the Corporation, after a thorough study and investigation by the engineers for the City and the Corporation, that as to certain of the streets and public places specified in said agreements, dated October 30, k939 and August 11, 1941, respectively, for pavement restoration upon the removal of tracks and rails, the types, conditions and manner of pavement restoration provided for in such agreements are not the most desirable and benficial, and that other and different types, conditions and manner of pavement restoration will provide better streets and obtain greater benefits to the public:

NOW, THEREFORE, for and on consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE I

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, provilege and permit to locate, conduct, operate and maintain trolley coaches in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets
State Street	LeRoy Avenue & Loop west of Carew Street
Brackenridge Street	Calhoun Street & Loop west of Clinton Street
Harrison Street	Superior Street and First Street
First Street	Harrison Street and Wells Street

Section 2. All the terms and provisions of said agreement, dated October 30, 1939, shall apply to and govern the above-described portion of State Street with the same force and effect as though initially set forth in Section 1 of said agreement, dated October 30, 1939, and trolley coach operation thereon began on July 27, 1942.

Section 3. All the terms and provisions of said agreement, dated August 11, 1941, shall apply to and govern the above-described portions of Brackenreidge Street, Harrison Street and First Street with the same force and effect as though initially set forth in Section 1 of said agreement, dated August 11, 1941, and trolley coach operation began on June 8, 1943 as to First Street and Harrison Street and on November 5, 1943 as to Brackenridge Street.

ARTICLE II

Section 1. The Corporation, in lieu of performing and carrying out the provisions of Section 11 of said agreement, dated October 30, 1939, and of Section 10 of said agreement, dated August 11, 1941, with respect to the streets hereinafter in this Section 1 named, shall, at its own expense and without removing but covering over the track and rail, resurface with asphalt from curb to curb the following named streets in the City of Fort Wayne, Indiana, as follows, to-wit:

On the following Named Streets	Between the Following Named Streets
Main Street	Est property line of Clinton Street, and Leesburg Road
Superior Street	Calhoun Street and Spy Run Avenue
Spy Run Avenue	Superior Street and State Street(except St. Marys River Bridge)
Broadway	Main Street and Rudisill Boulevard
Calhoun Street	Superior Street and Wallace Street
Pontiac Street	West property line of Calhoun Street and private right-of-way east of Wayne Trace
Taylor Street	Broadway and right-of-way of Lake Erie & Western Railroad (except between Pauline and Electric Avenue)
Creighton Avenue	East property line of Calhoun Street and Broadway
Warsaw Street	Pontiac Street and Oxford Street
Oxford Street	Warsaw Street and Anthony Boulevard
State Street	Spy Run Avenue and Harnell Avenue
South Wayne Avenue	Creighton Avenue and point south of Maxine St.

Section 2. All such resurfacing shall be carried out and performed upon the following terms and conditions:

(1) In accordance with City specifications and under the supervision of City Engineers and inspectors.

(2) The contractor or contractors applying the resurfacing for and on behalf of the Corporation shall furnish to the City a warranty bond of the same form and in the same manner as if the work were done under a contract with the City.

(3) The City will make available to the contractor or contractors performing the work, whereever, requested, the use of its asphalt spreader without any charge therefor.

(4) The City will raise, at its own cost, manholes and catch basins and make such curb repairs as may be necessary.

(5) The City will pay the contractor or contractors performing the work for any and all pavement at intersections which extends beyond the curb lines extended of the streets hereinbefore in Section 1 of this Article II named on which asphalt resurfacing is to be placed.

(6)Upon the resurfacing of each of the streets named in Section 1 of this Article II, as aforesaid, all the tracks, rails and ties, together with their appurtenances, of the Corporation remaining in that street shall become the property of the City, and the Corporation releases ans surrenders to the City all of its right, title and interest therein.

(7) The period within which such resurfacing on each said street shall be completed shall be the same period as is provided by Section 5 or Section 6, as the case maybe, of the said agreement, dated July 27, 1942, for the removal of tracks and rails on that particular street.

~~(8)~~

Section 3. The resurfacing as aforesaid of each and every one of the streets hereinbefore in Section 1 of this Article II named for resurfacing, shall be in full release, discharge, satiffaction and performance of all requirements under said agreements, dated October 30, 1939, and August 11, 1941, respectively, or either of them, and the laws of the State of Indiana in respect to the removal of tracks and rails and pavement restoration as to such street,

All resurfacing heretofore completed on any one or more of the streets hereinbefore named in Section 1 of this Article II in accordance with the provisions of this Article II is hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

Section 1. The Corporation, in lieu of performing and carrying out the provisions of Section 11 of said agreement, dated October 30, 1939, and Section 10 of said agreement, dated August 11, 1941, with respect to the streets in this Section i named, shall, at its own expense and without removing but covering over the tracks and rails, resurface with asphalt fifty per cent (505) of the area from curb to curb in the following named streets in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Street
Harrison Street	Main Street and Columbia Street
Columbia Street	Harrison Street and west property line of Clinton St

Section 2. All such resurfacing to be performed by the Corporation under Section 1 of this Article III shall be carried out upon and shall be subject to the same terms, conditions and provisions as are set forth in Sections 2 and 3 of Article II hereof.

ARTICLE IV

Section 1. The Corporation, in lieu of performing and carrying out the provisions of Section 10 of said agreement, dated August 11, 1941, with respect to calhoun Street in the City of Fort Wayne, Indiana, between Wallace Street and Pontiac Street, shall remove, at its own expense, all its tracks and rails (which shall remain its property) in such protion of Calhoun Street, at the time and in the manner mutually satisfactory to the City and the Corporation, and shall pay within twenty-four (24) hours after receipt of a bill therefor, sixty per cent (60%) of the contract cost of repaving the aforesaid portion of Calhoun Street from curb to curb, with eight (8) inch re-enforced concrete (including removal of old pavement but excluding all pavement beyond the curb lines of Calhoun Street extended and all street and alley intersections).

2PBIX

Section 2. All such repaving shall be carried out and performed upon the following terms and conditions:

(1) Under public letting of a contract with specifications to be established by the City and at a price to be approved by the Corporation before the letting of the contract.

(2) The City shall pay the reamining forty per cent (40%) of the cost of repaving and shall make or cause to be made all necessary removals, repaving and replacing of curbs.

(3) The period within which such repaving shall be completed shall be the same period as is provided by Section 6 of the said agreement, dated August 11, 1941, for the removal of tracks and rails.

Section 3. The performance by the Corporation of all the matters and things to be performed by it under Sections 1 and 2 of this Article IV shall be in full release, discharge, satisfaction and performance of all the requirements under said agreement, dated August 11, 1941, and the laws of the State of Indiana in respect to the removal of tracks and rails and pavement restoration as to such street. All repaving heretofore completed as the said portion of Calhoun Street in accordance with the provisions of this Article IV is hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE V

Section 1. The provisions of Section 11 of the said agreement, dated October 30, 1939, as modified by Section 5 of said agreement, dated July 27, 1942, and Section 10 of the said agreement, dated August 11, 1941, as modified by Section 6 of said agreement, dated July 27, 1942, shall be and remain in full force and effect as to all streets covered thereby, except those hereinbefore in Articles II,III and IV hereof specifically covered; provided, however, when ever in the opinion of the engineer of the City, concurred in by the Corporation's engineer, it is necessary or expedient with respect to any such street or streets not specifically covered by Article II,III and IV hereof to vary from the requirements of Section 11 of said agreement, dated October 30, 1939, or Section 10 of said agreement, dated August 11, 1941, as the case may be, the City and the Corporation may, by agreement in writing, provide for track and rail removal and pavement restoration in accordance with the joint recommendation of the engineer of the City and the engineer of the Corporation.

ARTICLE VI

Section 1. Except as esprexxly modified by this agreement, all the terms and conditions of the said agreement, dated October 30, 1939, of the said agreement, dated August 11, 1941, and of the said agreement, dated July 27, 1942, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrment the day and year first above written.

Approved as to form and legality:
s/Walter E Helmke
Walter E Helmke City Attorney

City of Fort Wayne
By
s/Robert G Beams
Robert G Beams
s/Fred W Menze
Fred W Menze
s/John H.Johnson
John H Johnson
Its Board of Public Works

Attest:
s/Helen W Sweet
Helen W Sweet Secretary

Indiana Service Corporation
By
s/C.V.Sorenson
C.V.Sorenson President

ATTEST:
s/B.P.Shearon
B.P.Shearon Assistant Secretary

WHEREAS, said agreement has been duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing agreement, dated the 5th day of December 1947, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, and Indiana Service Corporation, an Indiana corporation, be, and the same is hereby approved and confirmed, and the said Indiana Service Corporation, its successors and assigns, are hereby granted the right, privileges and authority in said agreement set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed this 23rd day of December 1947.

Arno C Spiegel
Presiding Officer

Attest:
Paul E Gick
Paul E Gick City Clerk

Presented by me to the Mayor of the City of Fort Wayne, Indiana this 24th day of December 1947.

Paul E Gick
Paul E Gick City Clerk

Approved this 24th day of December 1947.

Harry W Baals
Harry W Baals Mayor of the City of Fort Wayne

GENERAL ORDINANCE NO.2263 Continued

Paul C Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes.....Nine....Nays....None.

GENERAL ORDINANCE NO.2264

AN ORDINANCE to authorize the City Comptroller to transfer certain funds from the appropriation heretofore made for stationery and office supplies of the Veteran's Aid Commission to the appropriation heretofore made for salaries and wages of said Veterans' Aid Commission.

Be it ordained by the City Council of the City of Fort Wayne:

Section 1. That the City Comptroller of the City of Fort Wayne be, and hereby is, authorized to transfer from the appropriation heretofore made for stationery and office supplies of the Veterans' Aid Commission, said appropriation being No.3-362F of the Appropriations for said Commission, the sum of eleven hundred ten ($1110.00) dollars to the appropriation heretofore made for salaries and wages of said Commission, said appropriation being No. 1-111F, for the purpose of enabling said Veterans' Aid Commission to employ and maintain a room registrar.

Section 2. Whereas, an emergency exists for the immddiate taking effect of this ordinance, the same shall be in effect upon its passage and approval by the Mayor.

Carl A Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes..Nine..Viz: Alter,Boyer,Boylan,Burns,Franke,Fuhrman,Herber,Lindenberg,Nahrwold.
Nays..None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 27 day of January 1948, by a majority vote of all members elect ~~xxxkxxxxxxx~~, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCENo. 2264

Edwin C. Lindenberg
President

Norbert G Welch
City Clerk

~~Presented to the Mayor for approval on the 28th day of January 1948~~

~~xxxxxxxxxx~~
~~xxCityxClerkx~~

~~Approved this 29th day of January 1948~~

~~Henry E Branning Jr~~
~~Mayor~~

Stricken from the records, by council procedures.

7PR.IX

GENERAL ORDINANCE NO.2265

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne, Indiana, to purchase fire hose.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Safety of the City of Fort Wayne be and it is hereby authorized to pruchase 1800 feet of 2½ inch fire hose from the United States Rubber Company at the price of $1.50 per foot, the same as more fully described and specified in a bid submitted by said company, which bid is on file for public inspection in the office of tne City Controller.

Section 2. That this ordinance shall be in full force and effect from and after passage and approval by the Mayor.

Arthur A.Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote. viz;
Ayes...Nine./Alter,Boyer,Boylan, Burns, Franke, Fuhrman, Herber, Lindenberg, Nahrwold. Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of March 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2265

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 13 day of March 1948.

Norbert G Welch
City Clerk

Approved this 13 day of March 1948.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO.2266

AN ORDINANCE appropriating, and authorizing the City Controller to transfer certain funds from the general fund of the City of Fort Wayne to the Department of Finance of said City for the purpose of paying election expenses of the year of 1947, and certain funds to the Department of Public Works for the purpose of paying salaries and wages to the employees of the Street Department, and to authorize the City Controller to transfer certain funds from the appropriation heretofore made for stationery and office supplies of the Veterans' Aid Commission to the appropriation heretofore made for salaries and wages of said Veterans' Aid Commission and declaring an emergency for said appropriations and transfers.

Be it ordained by the City Council of the City of Fort Wayne:

Section 1. That there is hereby appropriated, and the City Controller is hereby authorized to transfer, from the general fund of the City of Fort Wayne the sum of fourteen thousand two hundred ninety-eight ans sixty-five cents ($14,298.65) dollars to No.262 - election expense of the budget of the Department of Finance of said city, for the purpose of paying the election expense of the year of 1947.

Section 2. That there is hereby appropriated, and the City Controller is hereby authorized to transfer, from the general fund of the City of Fort Wayne the sum of twelve thousand three hundred fifty-five and eighty cents ($12,355.80) dollars to the Department of Public Works, for the purpose of paying certain increases in the salaries and wages of the street department of said city, as has been heretofore agreed upon by the Board of Public Works of said city, and that said sum be transferred specifically to the following items of the budget of said Department of Public Works, in the following specific amounts, to-wit:

To No. 112d of said budget, payroll - street repairs, six thousand three hundred fifty-five and eighty cents ($6,355.80) dollars;

To No 113d of said budget, payroll - street cleaning, five thousand ($5,000.00) dollars;

To No. 121d of said budget, removal of snow ice, leaves, weeds etc., one thousand ($1,000.00) dollars.

Section 3. That the City Controller of the City of Fort Wayne be, and hereby is, authorized to transfer from the appropriation heretofore made for stationery and office supplies of the Veterans' Aid Commission, said appropriation being No. 3-362F of the Appropriations for said Commission, the sum of eleven hundred ten ($1,110.00) dollars to the appropriations heretofore made for salaries and wages of said Commission, said appropriation

GENERAL ORDINANCE NO.2266 Continued

being No. 1-111F, for the purpose of enabling said Veterans' Aid Commission to employ and maintain a room registrar.

Section 4. That an extraordinary emergency exists for the appropriation and transfer of the aforesaid funds.

Section 5. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor.

Carl A.Alter

I hereby recommend the appropriations and transfers set forth in the foregoing ordinance.

Arthur H.Fruechtenicht
City Controller

The Ordinance was read the third time in full and on motion was now passed by the following vote.
Ayes....9.....Viz; Alter,Boyer,Boylan,Burns,Franke,Fuhrman,Herber,Lindenberg,Nahrwold.
Nays..None.

We Hereby Certify, That the Common Ciuncil of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of March 1948, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.2266.

Edwin C. Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 13 day of March 1948.

Norbert G Welch
City Clerk

Approved this 13 day of March 1948.

Henry E.Branning Jr
Mayor

2PRJX

GENERAL ORDINANCE NO.2267

AN ORDINANCE creating a City Plan Commission, providing for appointment, term, etc., of members; powers and duties.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. There is hereby created and established by the city a City Plan Commission consisting of nine members. Four official members shall be appointed as follows:

One member selected by the city council from its membership; one member selected by the board of park commissioners from its membership; the prsident of the board of public works; the city engineer. The Mayor shall appoint five citizen members, not more than three of whom shall be members of the same political party.

SECTION 2. The selection and the appointment of the members of the City Plan Commission, the terms for which they shall serve, their qualifications for appointment and the removal of members from office shall conform to and be in accordance with the terms and provisions of an act of the General Assembly of the State of Indiana, entitled "AN ACT for the development, through planning and zoning, of urban and rural areas", approved March 12, 1947, together with amendments thereto; and the powers, authority and duties of such commission shall be such as are granted and bestowed upon city plan commissions by said act of the General Assembly of the State of Indiana. The Mayor of the city, the common council and board of park commissioners of the city are hereby authorized, requested and directed to appoint commissioners to put into effect and maintain the City Plan Commission in accordance herewith.

SECTION 3. Sections 21 and 22 of Chapter 1 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, are hereby repealed.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approva; by the Mayor.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes Nine viz: Alter,Boyer,Boylan,Burns,Franke,Fuhrman,Herber,Lindenberg,Nahrwold. Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 23rd day of March, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2267.

Edwin C.Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 27th day of March 1948.

Norbert G Welch
City Clerk

Approved this 27 day of March 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO.2268

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to construct, furnish, and equip two buildings in Dwenger Park.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to construct, furnish, and equip in Dwenger Park, Fort Wayne, Indiana, according to plans and specifications on file with the Secretary of said Board of Public Works, the foll owing buildings:

1. A building for the housing of lockers and shower facilities.

2. A building for public toilet facilities.

Section 2. That the said Board of Public Works be and it is hereby authorized to construct, furnish and equip said buildings on a "cost plus" basis as may be determined by said Board of Public Works.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

HILBERT J. NAHRWOLD

The Ordinance was read the third time in full and on motion was nov passed by the following vote: Ayes Nine ....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting held on the 30th day of March 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2268.

Edwin C.Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 2 day of April 1948

Norbert G.Welch
City Clerk

Approved this 6th day of April 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO. 2269

AN ORDINANCE authorizing the City Controller of Fort Wayne, Indiana, to sell certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City Controller of the City of Fort Wayne be and he is hereby authorized to sell the following real estate belonging to said City, to-wit:

Lot number ten (10), block number two (2) in Wayne Wood Heights Addition to the City of Fort Wayne, Allen County, Indiana.

Said sale to be made subject to the taxes for the year 1948, due and payable in 1949.

Section 2. That the said City Controller through the City Attorney file a petition in the Circuit Court for the appointment of appraisers to appraise said real estate as provided by law.

Section 3. That the said City Controller publish notice of the sale of said real estate as provided by law.

Section 4. That the Mayor of the City of Fort Wayne be and he is hereby authorized to execute a Quit-Claim deed for said real estate to the purchaser, said deed to be attested by the City Clerk of said City.

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Hilbert Nahrwold

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes six (6) Alter,Boyer,Boylan,Burns,Franke,Herber,Nahrwold.
Nays Two (2) Alter,Boyer.

We Hereby Certify,That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 27 day of April 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2269.

Edwin C Lind enberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 3rd day of May 1948

Norbert G Welch
City Clerk

Approved this 3rd day of May 1948.

Henry E Branning Jr
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2270

AN ORDINANCE authorizing the Board of Public Works of the City o f Fort Wayne, Indiana, to employ a civil engineer to inspect certain bridges in the city of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to accept a written proposal dated April 9, 1948, as submitted by Orin M. Darling, Consulting engineer, and to enter into a contract with said Orin M.Darling on the basis of said proposal, for the inspection of the following bridges in the city of Fort Wayne:

1. The Hale Avenue bridge across St.Mary's River.
2. The Taylor Street bridge across St.Mary's River.
3. The Wells Street bridge across St. Mary's River.
4. The Spy Run Avenue bridge across St.Mary's River.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval of the Mayor and legal publication thereof.

Paul M Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Eight Talter,Boyer,Boylan,Burns,Franke,Herber,Lindenberg,Nahrwold.
Nayes...None.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27 day of April 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.2270.

Edwin C Lindenberg
President

Norbert G Welch City Clerk

Presented to the Mayor for approval on the 3rd day of May 1948

Norbert G Welch
City Clerk

Approved this 3rd day of May 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO. 2271

CITY OF FORT WAYNE, INDIANA

ORDINANCE NO. 2271

An ordinance approving a contract
with Indiana Service Corporation
for temporary electric service

WHEREAS, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, has entered into a contract with Indiana Service Corporation for the furnishing of temporary electric service, which said contract is in words and fugures following, to-wit:

AGREEMENT

IDNAINA SERVICE CORPORATION

AND

CITY OF FORT WAYNE, INDIANA

COVERING TEMPORARY ELECTRIC SERVICE

DATED APRIL 27, 1948

0.1 THIS AGREEMENTmade this____ day of April, 1948, by and between INDIANA SERVICE CORRORATION, an Indiana corporation (hereinafter called "Com pany") and the CITY OF FORT WAYNE, a municipal copporation in the County of Allen, in the State of Indiana (hereinafter called"City"), acting by and through its duly authorized Board of Public Works

W I T N E S S E T H ,

0.2 WHEREAS, Company is engaged in the business of generating, transmitting, distributing and selling electric energy and electric service in the State of Indiana and owns and operates a steam electric generating station (hereinafter called "Spy Run Station") located in the City of Fort Wayne, Indiana, a substation (hereinafter called "Spy Run Substation") located adjacent to Spy Run Station and a high voltage electric transmission system; and

0.3 WHEREAS, the transmission system of Company is interconnected with the transmission system of Indiana & Michigan Electric Company, from which Company buys substabtial quantities of electric capacity and engery which is generated in part at the Twin Branch Station of Said Indiana & Michigan Electric Company and is used by Company to supplement the capacity and energy generated at its Spy Run Station; and

0.4 WHEREAS, City is also engaged in the business of generating, transmitting, distributing and selling electric energy and electric service in and around the City of Fort Wayne, and owns and operates a steam electric generating station (hereinafter called "Pawtan Park Station") located in theCity of Fort Wayne, and a high voltage electric transmission system; and

0.5 WHEREAS, the transmission systems of Company and City are interconnected by an underground calbe transmission line running between the Spy Run Substation of Company and the Lawton Park Station of City, and Company and City have been interchanging electric capacity and energy between their systems from time to time, under an agreement between them dated April 8, 1941; and

0.6 WHEREAS, City desires to carry out a program if inspecting and overhauling its two 15,000 kw turbo-generators, one at a time, and desiresxto purchase capacity and energy on a temporary basis from Company during the overhauling period, and the presently available capacity of the said present interconnection is not deemed adequate to deliver the capacity and energy required by City; and

0.7 WHEREAS, the parties hereto desire to fix the terms and conditions upon which their systems will be temporarily interconnected and upon which Company will temporarily furnish electric capacity and energy to City;

0.8 NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PERIOD OF AGREEMENT

1.1 This agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City. The period for furnishing electric capacity and energy under this agreement (hereinafter called "Service Period") shall commence on the date upon which the systems of the parties are interconnected over the temporary interconnection facilities described in Article II hereof (hereinafter called "Temporary Interconnection Date") and shall end at midnight of August 31, 1948; provided, however, that such termination shall not relieve or release either party from any obligation or liability incurred hereunder.

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1.2 The agreement between the parties hereto, dated April 8, 1941, shall terminate at the same time that the Service Period commences and shall thereafter be of no further force and effect: ~~xxxxxxxxxxxxxxxxxx~~ provided, however, that such termination shall not relieve or release either party from any obligation or liability incurred thereunder prior to the termination thereof.

ARTICLE II

TEMPORARY NEW INTERCONNECTION FACILITIES

2.1 Company shall provide and install under and in accordance with the applicable provisions of Article IX, and during the Service Period operate and maintain at its own cost and expense (unless otherwise provided by Article IX), the following temporary interconnection facilities for the delivery of capacity and energy to City hereunder:

(a) 1 - 34,500 volt oil circuit breaker and its disconnecting switches and appurtenances, to be installed in the Spy Run substation of Company and to be connected to the 34,500 volt bus thereof.

(b) 1 - railroad car mounted portable 3-phase, 34,500/13,800 volt transformer having a nominal rating of 14,000 kva, and low side disconnecting switches or devices, to be installed on railroad tracks on the Spy Run Station property of Company at a point near Company's No.252 cable manhole.

(c) 1 - 34,500 volt single circuit transmission line approximatley 300 feet in length extending between the oil circuit breaker described in (a) above and the portable transformer described in (b) above,
together with all necessary protective, relay, control and connecting facilities required for the safe and proper operation of the above facilities, and all metering equipment specified in Article V hereof.

2.2 City wibl provide and where necessary install, and during the Service Period operate and maintain, all at its own cost and expense, the following temporary interconnection facilities ~~xxxxxxxx~~

(a) The two presently existing 13,800 volt underground cables belonging to Cuty which extend from Company's cable manhole No.252 to City's Lawton Park Station.

(b) The presently existing 13,800 volt oil circuit breaker and its appurtenances belonging to City located at Lawton Park Station and connected to the two cables described in (a) next above.

(c) Suitable cable connections of sufficient length to connect the two cables described in (a) above to the 13,800 volt disconnecting switches or devices for the portable transformer described in (b) of subsection 2.1 above,
together with all the necessary protective, relay, control and connecting facilities required for the safe and proper operation of the above facilities.

2.3 Company hereby gives the right to City to enter Company manhole No. 252 and connect the cable connections described in section 2.2(c) above to the two cables owned by City which terminate therein, City, in making such connections shall cut and separate the cables at the points where Company's and City's cables are preaently connected and connect the cable connections to City's cables.

2.4 As soon as practicable after the termination of the Service Period, Company shall dismantle and remove the temporary interconnection facilities installed by it on its Spy Run Station property, as described in subsection 2.1 of this Article, and City shall disconnect and remove the cable connections installed by it as described in (c) of subsection 2.2 of this Article and leave the property and equipment of Company in good, safe and orderly condition.

2.5 The point where the cables of City are connected to the 13,800 volt disconnecting switches or devices of Company for the portable transformer is hereinafter called the "Temporary Interconnection Point".

ARTICLE III

SERVICES TO BE RENDERED

3.1 The systems of the parties shall be operated in continuous synchronism through the Temporary Interconnection Point during the Service Period of this agreement; provided, however, that if synchronous operation of the systems becomes interrupted for any cause, the parties shall cooperate so as to remove the cause of such interruption as soon as practicable and restore synchronus operation through such interconnection point.

3.2 Subject to the terms and conditions of this Agreement:

(a) Company shall stand ready at all times during the Service Period hereof to furnish to City electric capacity and the electric energy associated therewith up to a maximum of 3,000 kilowatts, hereinafter called "Reserved Capacity".

(b) City shall be obligated to pay Company, upon the terms and conditions set forth in Article VII and VIII hereof, for all electric capacity so reserved and/or demanded by City and for all electric energy taken by City hereunder.

(c) City shall also be obligated to pay to Company the entire costs incurred by Company as set forth in Article IX and a monthly rental covering the use of the portable transformer, as also set forth in said Article IX.

3.3 In the event of a failure or breakdown of City's generating facilities during the Service Period, which shall make it desirable for City to obtain capacity and associated energy from Company in excess of the Reserved Capacity of 7,000 kilowatts above provided for, Company will furnish to City, upon request of City, such excess capacity and associated energy as Company, in its sole judgment, may have available in its system and for which it shall have no other use, demand or request, but such excess capacity shall be limited to the remaining available capacity of the temporary interconnection facilities between the systems of the parties.

ARTICLE IV

SERVICE CONDITIONS

4.1 All energy delivered by Company to City hereunder shall be of the character commonly known as three phase, 60 cycle, unregulated energy and shall be delivered at the aforesaid Temporary Interconnection Point at a voltage of approximately 13,800 volts.

4.2 The parties shall so operate and maintain their respective systems as to minimize in accordance with good practice, the likehood of disturbance originating in the system of either party impairing the service of the system of the other party.

4.3 The parties shall so operate their respective facilities and systems as to avoid any abnormal exchange of reactive current between their systems and shall supply, insofar as practicable, the reactive current required in their own systems.

4.4 Each of the parties shall promptly provide and install and thereafter operate, and maintain at its own cost and expense, such filters, blocks and wave traps, if,as and when found to be necessary to prevent the transfer og high frequency current, carrier current or other signalling current in its owm system to the system of the other party, regardless of which system is adversely affected by such transfer.

ARTICLE V

METERING AND METER READINGS

Metering

5.1 Company shall furnish and install under and in accordance with the applicable provisions of Article IX, and during the Service Period operate and maintain at its own cost and e expense, the following described metering equipment:

> Kilowatt-hour, kilovar-hour, kilowatt demand and kilovar demand metering equipment at its Spy Run substation suitable for measuring at 34,500 volts, the electric capacity and energy delivered by Company to City hereunder and for determining the required billing quantities.

5.2 The aforesaid meters shall be kept under seals which shall not be broken except by a representative of Company, and upon reasonalbe advance notice to City to enable it, if it so desires, to have a representative present when such seals are broken.

5.3 Company shall make routine tests of the aforesaid metering equipment at suitable intervals and maintain the accuracy of registration thereof in accordance with goodsx practice. On request of eit er party, special tests shall be made by Company at the expense of the party requesting such tests,Representatives of both parties shall be afforded reasonable opportunity to be present at all routine or special tests and upon occasions when any readings, for purposes of settlement hereunder, are taken from meters not bearing an automatic record.

5.4 If, upon any such tests, any of said meters are found to bemore than two precent (2%) inaccurate either way, the quantities measured thereby for and during the period of thirty (30) days prior thereto shall be adjusted in accordance with the percentage of inacurracy so found, unless the meters have been tested and properly adjusted within such period, in which event the measurement shall be corrected back to the last such test. Any meter or meters so found to be more than two percent (2) either above or below normal shall, as promptly as possible, be either restored to a condition of commercial accuracy or replaced with meters of such accuracy by company.

5.5 Each of the parties hereto shall have access at all reasonable hours to the premises wherein such meters are installed.

Meter Readings

5.6 The aforesaid meters shall be read at the end of each calendar month during the Service Period hereof by a representative of the Company, City may at its option and expense have a representative present when such readings are taken. The Company shall compute from the automatic meter reading devices the amounts recorded for each clock-hour with respect to deliveries by Company toCity. City shall have right to check and verify such computations and theclock-hour readings from which thet have been computed. As soon as practicable after the end of each such calendar month, Company shall determine from said meter readings, the following quantities for such month:

(a) The total number of kilowatt-hours delivered by Company to City during each clock-hour.
(b) The total number of kilowatt-hours delivered by Company to City, hereinafter called "Billing Kilowatt-hours", for all the hours of the month.
(c) The total number of kilovar-hours delivered by Company during each clock-hour.

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ARTICLE VI

MAXIMUM DEMANDS AND BILLING DEMANDS

6.1 The billing demand of City for each calendar month during the Service Period shall be made up of separate kilowatt and kilovar components in accordance with the following provisions:

6.2 The "Kilowatt Billing Demand" of City for each calendar month shall be equal to either (a) the Kilowatt Maximum Demand of City for such month, or (b) 3,000 kilowatts, whichever quantity is the greater. The "Kilowatt Maximum Demand" of City for any month shall be equal to one-third of the total number of kilowatt-hours taken by City during such month in the three clock-hours when the number of kilowatt-hours taken was the greatest, no two of the three clock-hours being in the same calendar day.

6.3 The "Kilovar Billing Demand" of City for each calendar month shall be equal to the Kilovar Maximum Demand of City for such month less one-half the Kilowatt Maximum Demand of City for such month. The "Kilovar Maximum Demand" of City for any month shall be equal to one-third of the total number of kilovar-hours taken by City during such month in the three clock-hours when the numer of kilovar-hours taken was the greatest, no two of the three clock-hours being in the same calendar day.

ARTICLE VII

RATES AND MINIMUM CHARGE

7.1 Subject to the provisions of Article VIII hereof, City shall pay to Company for Electric capacity and energy furnished to City hereunder in each calendar month in the Service Period, as determined in accordance woth Articles V and VI hereof, an amount determined in accordance with the following:

Demand Charges
7.11

(a) For the Kilowatt Billing Demand for such month at the rate of one dollar and fifty cents ($1.50) per kilowatt thereof.

(b) For the Kilovar Billing Demand for such month at the rate of twenty-five cents ($0.25) per kilovar thereof.

Energy Charge
7.12

(a) For a quantity of Billing Kilowatt-hours taken, up to and including an amount equal to two hundred and fifty (250) times the kilowatt demand for such month, at an energy rate of three and five-tenths mills ($0.0035) per kilowatt-hour.

(b) For all Billing Kilowatt-hours taken in excess of the Billing Kilowatt-hours computed in (a) above at an energy rate of three and one quarter mills ($0.00325) per Kilowatt-hour.

Minimum Charge Per Month

7.13 The minimum charge for any month in the Service Period that City shall pay to Company for capacity and energy shall be equal to the sum of the two following amounts:

(a) The demand charge for such month as set forth in subsection 7.11 of this Article VII; and

(b) An amount equal to 250 times the number of kilowatts in the Kilowatt Billing Demand for such month multiplied by three and five-tenths mills ($0.0035).

ARTICLE VIII

RATE ADJUSTMENTS

Coal Clause

8.1 The energy rates specified in subsection 7.12 of Article VII are based upon a standard base cost of coal delivered in the bunkers of the Twin Branch Station of Indiana & Michigan Electric Company of $3.55 per ton of 2,000 pounds.

8.2 If, during any calendar month the average cost of coal delivered in the bunkers of said Twin Branch Station is above or below said base cost by $0.50 or more per ton, the engery charge for that month, provided in sub-section 7.12 of Article VII, shall be correspondingly increased or decreased by an amount equal to the Billing Kilowatt-hours taken in such month, times the rate of three-tenths of a mill ~~(.03x~~($0.0003 per kilowatt-hour for each full $0.50 per ton increase above or decrease below the said base cost of $3.55 per ton. Company shall have the right to postpone the rendering of bills covering the foregoing described increases and decreases in the energy charge with respect to the cost of coal until said average cost of coal has been determined.

Commodity Clause

8.3 The energy rates specified in said subsection 7.12 of Article VII are also based upon the "Index of Wholesale Prices of all commodities except farm products and foods" issued for each calendar month by the United States Department of Labor Bureau of Labor Statistics, under which index the base year is 1926 and the base index level is 100 for that year. In the event of any change in the method of computation of this index made subsequent to the year 1926, the current price index level shall be adjusted so as to exclude the effect of such change. If in any calendar month during the period hereof the latest published monthly index is above or below the said base index of 100 by 25 or more points, (i.e., above or below 75) the energy charge for that month, provided in said subsection 7.12 of Article VII, shall be correspondingly increased or decreased by an amount equal to the Billing Kilowatt-hours taken in such month, times the rate of $0.0000075 per kilowatt-hour for each full index point above or below the base index of 100.

SPECIAL CHARGES

9.1 In addition to the amounts payable by City to Company for capacity and energy, as provided in Articles VII and VIII hereof, City shall pay to Company the following amounts:

9.11 The cost to Company for all labor, for all non-recoverable and/or non-salvageable materials, and for all expenses incurred by Company in installing the temporary interconnection facilities to be provided and installed by Company in accordance with the provisions of Articles II and V hereof. Such cost shall include the following described costs:

The cost of and/or for

(a) All direct labor used in constructing the facilities and taxes and insurance overheads thereon.

(b) All non-recoverable and/or non-salvageable materials and supplies used in constructing the facilities.

(c) Rental or charge for use of cars, trucks and equipment used on the construction, determined in accordance with Company's standard practice.

(d) Freight and handling of the portable transformer from the Howard Substation of The Ohio Power Company to the Spy Run Station.

(e) Inspecting and preparing the portable transformer and its car for shipment to the Spy Run Station.

(f) Insurance in transit upon the portable transformer.

(g) Preparing the portable transformer for operation after arrival at the Spy Run Station.

(h) The salary and traveling expenses of an engineer to supervise the preparation of the portable transformer for shipment and for operation.

(i) Any other direct costs incurred by Company in connection with the installation of the temporary interconnection facilities that are reasonably applicable thereto; provided, however, that there shall not be included in the foregoing described costs, the cost of any equipment or material used in such installation that is reasonably reusable after the temporary interconnection facilities are dismantled.

9.12 The cost to Company for all labor and for all expenses incurred by Company in dismantling and removing the temporary interconnection facilities after the termination of the Service Period and in returning the equipment to the places where it was located prior to its installation. Such cost shall include the following described costs:

The cost of and/or for

(a) All direct labor used in dismantling and removing the facilities and returning the equipment to the places where it was located prior to its installation and the taxes and insurance overheads thereon.

(b) Rental or charge for use of cars, trucks and equipment used in the dismantling, removing and returning of the facilities, determined in accordance with Company's standard practice.

(c) Freight and handling of the portable transformer from the Spy Run Station to the said Howard Substation of The Ohio Power Company.

(d) Inspecting and preparing the portable transformer and its car for return shipment to the said Howard Substation.

(e) Insurance in transit upon the protable transformer and its car during the return shipment.

(f) The salary and traveling expenses of an engineer to supervise the preparation of the protable transformer for return shipment and the inspection thereof after arrival at Howard Substation.

(g) Any other direct cpsts and expenses incurred by Company in connection with the dismantling, removing and returning of the temporary interconnection facilities that are reasonably applicable thereto.

9.13 Fifteen percent (15%) of the costs described in the foregoing sub sections 9.11 and 9.12 to cover administrative, accounting, engineering and indirect costs and expenses.

9.14 The actual cost of fire and property damage insurance on the portable transformer and its car and appurtenances for the period of time that the transformer is away from the said Howard Substation.

9.15 A monthly rental upon the portable transformer and its car and appurtenances at the rate of $577.16 per month for the time that the transformer is away from the said Howard Substation.

9.16 In the event that damage occurs to the portable transformer and/or its car and appurtenances during the time the transformer is away from said Howard Substation, other than ordinary wear and tear, that makes it necessary that the transformer be repaired and placed in good operating condition, City will reimburse Company for all costs and expenses incurred by Company in making such repairs that are not recovered by Company through insurance on the transformer.

9.17 Company shall keep accurate records of the above described costs incurred by it and shall render bills to City for these costs as they are incurred, which shall be due and payable on the fifteenth day following receipt thereof by City. Company shall render a bill at the end of each calendar month for the rental charge for the portable transformer, as provided in subsection 9.15 above and such bills shall be due and payable on the fifteenth day following receipt thereof by City.

ARTICLE X

BILLING AND PAYMENTS OF ELECTRIC SERVICE CHARGES

10.1 As soon as practicable after the end of each calendar month, Company shall render

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to City a bill for amounts due in accordance with the terms and conditions of this agreement for capacity and energy furnished by Company to City during such month, which bill shall be due and payable on the fifteenth day following receipt of such bill by City. If any bill so rendered is not paid within fifteen days from the date of receipt thereof, City shall pay to Company, interest upon the amount of such bill st the rate of six per cent (6%) per annum from and after the due date thereof until the date of payment.

10.2 If City shpuld fail or refuse to pay any bill rendered by Company for charges due hereunder for capacity and energy within fifteen (15) days following the receipt thereof, Company may suspend delivery of energy to City until all such bills, with interest thereon at the rate of six percent (6%) per annum from and after the date due, have been paid.

ARTICLE XI
CONTINUITY OF SERVICE

11.1 Each party will exercise dull diligence and reasonable care and foresight to maintain continuity in the delivery and receipt of capacity and energy as provided for herein, but neither party shall be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence be used to limit such outages, and provided such outages, except in emergencies,be conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this agreement to mean earthquake, storm, lightning,flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor ~~xxx~~ disturbances, restraint by court or public authority, or other causes beyond the control of the party affected, which by exercise of due diligence and foresight such party could not reasonably have been expected to aviod. Any party rendered unalbe to fuffill any obligation due to any of the foregoing described reasons will exercise due diligence to remove such disability with reasonable dispatch.

ARTICLE XII

LIABILITY

12.1 Use by City of the energy furnished under this agreement for pumping water for purposes of fire protection shall hot in any case subject Company to any liability to City or any individual, firm, or corporation, private or municipal, for damage due to failure in water supply resulting from an interruption or deficiency in the supply of such energy from whatsoever cause such interruptions or deficiencies may arise and City shall indemnify and hold harmless Company from and against all liability for any such damages.

ARTICLE XIII

REGULATORY AUTHORITIES

13.1 This Agreemnt is made subject to the jurisdiction of any regulatory authority or authorities having jurisdiction in the premises and if any of the terms and conditions heresf a re altered or made impossible of performance by the adjudication of any such regulatory authority, then in such event neither party shall thereafter be liable to the other for failure to comply with such terms and conditions.

ARTICLE XIV

ASSIGNMENT

14.1 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

14.2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quarduplicate as of the day and year above written.

INDIANA SERVICE CORPORATION

By _____
(C.V.Sorenson) President

ATTEST:

_____
(B.P.Shearon) Assistant Secretary

Approved as to form and legality

_____
(Harry H.Hilgemann) City Attorney

CITY OF FORT WAYNE

By _____
(Walter C.Vetter) Chairman

ATTEST:

_____
(Joseph M.Schwartz) Secretary

_____
(Frank A.Derck)

_____
(Chauncey A. Griffith)
Its Board of Public Works

Chas H.Boyer

GENERAL ORDINANCE NO. 2271 Continued

WHEREAS, the foregoing contract is now presented to the Common Council of the City of Fort Wayne, Indiana, for approval; and

WHEREAS, all acts, conditions and things precedent to the execution by the Board of Public Works of the City of Fort Wayne of this contract have been effected and been properly done in regular and due form as required by law, and the Common Council is of the opinion that said contract should be approved:

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Fort Wayne, Indiana:

1. That the aforesaid contract with Indiana Service Corporation for the furnishing of temporary electric service be, and the same is hereby, approved, ratified and confirmed, and shall be in full force and effect from and after the date this ordinance becomes effective.

2. That this ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed this 11th day of May 1948.

Chas H.Boyer
Edwin C Lindenberg
Edwin C Lindenberg
Presiding officer of the Common Council

ATTEST:
Norbert G.Welch
(Norbert G.Welch) City Clerk

Presented by me to the Mayor of the City of Fort Wayne, Indiana, this 11th day of May 1948.

Norbert G. Welch
(Norbert G.Welch) City Clerk

Approved and signed this 11th day of May 1948.

Henry E.Branning Jr
Henry E.Branning Jr
Mayor

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes...8....viz: Alter,Boyer,Boylan,Burns,Franke,Fuhrman,Lindenberg,Nahrwold.
Nays...1..Councilman Herber.

GENERAL ORDINANCE NO.2272

AN ORDINACE Approving a certain contract dated April 22, 1948 between the City of Fort Wayne, through its Board of Public Works and Ruckman-Hansen., for the erection and completion of new Soda-ash Bin, Conveyors, and Appurtenances in the Water Filtration Plant in Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That a certain contract dated April 22, 1948, entered into between the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works and Ruckman-Hansen, Inc. , and Indiana Corppration, identified as Contract No. 43, providing for the erection and completion of new Soda-ash-Bin, Conveyors, and Appurtenances in the Water Filtration Plant in Fort Wayne, Indiana, for a contract price of Ten Thousand Six Hundred Fifty-eight Dollars ($10,658.00), all as set out more completely in said contract, be and the same is hereby approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Chas H.Boyer

CONTRACT FOR IMPROVEMENT TO
FACILITIES OF WATER FILTRATION PLANT

CITY OF FORT WAYNE, INDIANA
CONTRACT NO.43

: - : - : - : - : - : - : - : - :

THIS CONTRACT, Made and entered into this 22nd day of April, 1948, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and RUCKMAN-HANSEN, INC., a corporation duly organized and existing under the laws of the State of Indiana, whose address is ~~1431~~ 1431 Wells Street, Fort Wayne 7, Indiana, hereinafter called the "CONTRACTOR,"

WITNESSETH, That the Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the erection and completion of new Soda-ash Bin, Conveyors, and Appurtenances in the Water Filteration Plant in Fort Wayne, Indiana, identified in these contractual documents as Contract No. 43, all in strict accordance with the plans and

specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACTOR PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Ten Thousand Six Hundred and Fifty-Eight ($10,658.00) Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

Not later than the fofteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain twenty (20%) per cent of that amount of each such estimate until final completion and acceptance of all work covered by this contract.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any emloyee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana,and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractor that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and shall file a schedule of the wages to be paid with the Board of Public Works of the City of Fort Wayne before any work is performed on this contract or any sub-contract.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. General Conditions
3. Contractor's Bids
4. Instruction to Bidders
5. Performance Bond
6. General Specifications and Conditions
7. Detailed Specifications
8. Construction Drawings
9. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any aprt of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in the time stated in the Bid of Contractor.

ARTICLE VII PAYMENTS BY CONTRACTOR

The Contractor shall pay (1) for all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are remdered: (2) for all materials, tools, and other expendible equipment to the extent of ninety (90%) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which

such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not,later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

ARTICLE VIII APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be,binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council,of the City fail to approve the same within Ninety (90) days after ~~xxx~~the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BY: Henry E Branning Jr

Seal
ATTEST:
Joseph M Schwartz
SECRETARY

BOARD OF PUBLIC WORKS
Walter C Vetter
Frank A Derck

Approved as to form and legality:
Harry H.Hilgemann
CITY ATTORNEY

Chauncey L Griffith

RUCKMAN*HANSEN, INC.
By Niel S Hansen
Its Pres.

By Phil Ruckman
Its Sec & Treas

Charles Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.... Nine.....Nays... None.

We Hereby Certify, That the Common Council of the City of Fort "ayne, Indiana at a regular meeting held on the 25 day of May 1948, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.2272

Edwin C Lindenberg
Present

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 26 th day of May 1948.
Norbert G Welch
City Clerk

Approved this 26th day of May 1948

Henry E Branning Jr
Mayor

CPBJX

General Ordinance No. 2273

AN ORDINANCE regulating bus, truck and commercial vehicle traffic upon Garden Street and a part of Jones Street in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unla fulx for an operate or owner of any bus, truck or commercial vehicle to drive said vehicle over and along Garden Street and Jones Street west of College Street in the City of Fort Wayne, Indiana, except for the purpose of pick-up and delivery service to residence located along said streets.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00).

Section 3. This ordinance shall be in full force and effect from and x after its passage, approval by the Mayor and legal publication thereof.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes Seven...Nays...One.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regulae meeting held on the 22nd day of June, 1948, by a majority vote of all members elect. did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2273.

C
Edwin/Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 25 day of June 1948.

Norbert G Welch
City Clerk

Approved this day of June 1948.

Mayor

Mayor vetoed.
July 13, 1948, Council tookca standing vote to table ordinance standing vote was 3 for, and 3 not for,and 3 not voting.

SPECIAL ORDINANCE NO. 2274

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on March 11, 1938, the City Controller purchased at tax sale the following described real estate, to-wit:

Lot No. 188 in Fairfield Heights Addition to the City of Fort Wayne, Allen County, Indiana, for delinquent municipal assessments on said parcel of land; and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and,

WHEREAS, Oliver E.Steiner and Marguerite M.Steiner of Allen County, Indiana, have purchased said lot at a tax sale conducted by John A.Brewer, Auditor of Allen County, Indiana, and a deed was issued to them by the Board of Commissioners of the County of Allen, State of Indiana, and that said deed was recorded July 15, 1946; and,

WHEREAS, the title Oliver E.Steiner and Marguerite M. Steiner have in the real estate is superior and isahead of the tax title the City has in the above described real estate, and the City is without any right, title or interest in said real estate; and,

WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1, That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authirized to execute a quitclaim deed to Oliver E.Steiner and Marguerite M.Steiner, Allen County, Indiana, for the following described real estate, to-wit:

Lot No. 188 in Fairfield Heights Addition to the City of Fort Wayne, Allen County, Indiana.

SPECIAL ORDINANCE NO.2274 Continued

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul M.Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 13th day of July 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2274.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 20 day of July 1948

Norbert G Welch
City Clerk

Approved this 20 day of July 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO.2275

AN ORDINANCE approving a certain contract dated May 29, 1948 between the City of Fort Wayne, by and through its Board of Public Works and Emery, Marker & Emery, of Toledo Ohio, for professional engineering services in connection with an improvement of and additions to the Municipal Electric Plant in Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That a certain contract dated May 29, 1948, entered into between the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works and Emery, Marker & Emery of Toledo , Ohio, a co-partnership, providing for the furnishing by Emery, Marker & Emery of Professional engineering services in connection with an improvement of and additions to the Municipal Electric Plant of the City of Fort Wayne, Indiana, for a certain contingent contract price, all as set out more fully and completely in said contract, be and the same hereby is ratified, confirmed and approved.

Section 2. That this ordinance shall be in full force abd effect upon and after its passage, approval by the Mayor and legal publication thereof.

Paul M Burns

ARTICLES OF AGREEMENT

BETWEEN THE CITY OF FORT WAYNE, INDIANA, BY AND THROUGH ITS BOARD OF PUBLIC WORKS, PARTY OF THE FIRST PART, AND EMERY, MAKRER & EMERY, OF TOLEDO, OHIO, PARTY OF THE SECOND PART.

I. This agreement made and entered into this 29th ..... day of ....May..1948 by and between the City of Fort Wayne, Indiana (a municipal corporation), by and through its Board of Public Works, Party of the First Part, and Emery,Marker & Emery, of Toledo, Ohio, a copartnership consisting of James R.Emery, Roland H.Marker and George W.Emery, Party of the Second Part.

WITNESSETH: That the Party of the Second Part has agreed, and by these presents does agree, to furnish to the Party of the First Part professional engineering services in connection with an improvement of, and additions to, the Municipal Electric Plant of the City of Fort Wayne, Indiana, and the Party of the First Part has agreed, and by these presnts does agree, to take and pay for said professional engineering services, all as hereinafter set forth.

II. The engineering services to be performed by the Party of the Second Part are to be as follows:

(a) Prepare plans and specifications for the purchase and installation of one steam turbine driven electric generating unit of approximately 10,000 kw capacity, and of all necessary accessory equipment, including surface condenser; circulating pump or pumps; condensate pumps; air ejectors; generator air cooler; intrument and meter panel.

(b) Prepare plans and specifications for the purchase and installation of feed water heaters, storage tank, boiler feed pumps and drives, and other boiler feed water handling equipment necessary to serve the existing steam turbine generating equipment and steam boiler equipment and the 10,000 kw steam turbine driven electric generating unit mentioned.

(c) Prepare plans and specifications for the purchase and installation of supplementary equipment required for the operation of the proposed steam turbine driven electric gnerating unit and feed water heaters, pumps and other feed water handling equipment, including steam

and water piping; heat insulation; switchgear; motor controllers; electric wiring and miscellaneous electrical equipment and construction.

(d) Prepare plans and specifications for any additions to, and alterations of, the existing power plant building and for all machinery foundations and other structures necessary to house and serve the purposed steam turbine driven electric generating unit and other equipment contemplated herein.

(e) Assist in the preparation of all necessary advertising forms, bidding forms and contract forms.

(f) Furnish three (3) typewritten copies of all specifications and of bidding and contract forms and three (3) blueprinted copies of all plans. All additional copies of specifications and plans required for receiving bids and for the execution of the work are to be printed at the expense of the Party of the First Part.

(g) Assist in the receiving of bids, tabulate all bids received on the various parts of the work and assist the Board of Public Works in awarding contracts for the work.

(h) Coordinate all items of equipment and construction entering into the completed work.

(i) Furnish all engineering services required for general supervision of the work during the construction period, establish lines and reference points for the layout of the work, assist in a correct interpretation of the plans and specifications, and endeavor to safeguard the Party of the First Part against defects and deficiencies on the part of contractors. This clause is not to be interpreted that the Party of the Second Part guarantees performance of their contracts by the contractors to whom the several portions of the work may be awarded.

(j) Prepare monthly estimates for payments to contractors.

(k) Furnish general supervision of all tests of equipment and apparatus which, in the opinion of the Board of Public Works, may be necessary before final acceptance of the equipment and apparatus. All other operating and testing personnel, instruments, meters, gages, etc., required for the aforesaid tests, are to be furnished by the Board of Public Works.

(l) Prepare final estimates for payments to contractors.

III. It is mutually understood and agreed, by the parties hereto, that the work will be done by contract; that the number of contracts will be the minimum number required consistent with good practice and proper execution of the work; and that each contractor will be required to furnish the services of a competent supervisor and a sufficient number of skilled mechanics to properly lay out and execute the work included in his contract.

IV. It is mutually understood and agreed, by the parties hereto, that the services to be performed by the Party of the Second Part do not include property or boundary surveys; the services of a full-time resident engineer or inspector; shop, mill, filed or laboratory inspection or tests of materials, or cost of sub-surface explorations; which service, if required, shall be furnished by the Party of the First Part.
The term "general supervision of work," as used herein, is defined as supervision of construction by periodic visits by a qualified representative of the Party of the Second Part.

V. For and in consideration of the engineering services hereinbefore mentioned to be performed by the Party of the Second Part, the Party of the First Part agrees and binds itself to pay to the Party of the Second Part a sum of money equal to seven (7) per cent of the total cost of all work, materials, equipment and construction entering into the work contemplated herein, to be paid as follows:

(a) Upon completion of plans and specifications for any part of the work, Party of the Second Part is to be paid a sum of money equal to four (4) per cent of the estimated cost of that particular part of the work.

(b) At the time of awarding a contract or contracts for any part of the work, Party of the Second Part is to receive an additional payment of an amount which will make the total of all payments to this time equal to four and one-half (4½) per cent of the cost of all work for which contracts have been awarded.

(Specifications, or plans and specifications, for parts of the work, materials, equipment and construction will be completed and contracts awarded at different times, as the work progresses, and the payments to be made at the time of completion of specifications and plans (where required) and payments to be made upon award of contracts shall apply to each successive part of the work as the work progresses.

(c) After the contracts have been awarded and the work of coordinating the various contracts and items of equipment and construction is being performed, and during the progress of construction andinstallation of equipment at the site of the work, Party of the Second Part will submit, on or about the first of each month, an estimate of the value under the terms of this agreement, of the services rendered by the Party of the Second Part during the preceding month, and eighty-five (85) per cent of such estimates shall become due and payable upon the approval of same by the Board of Public Works. The remaining fifteen (15) per cent of such estimates, and any other unpaid part of the above mentioned compensation, shall become due and payable upon the completion of the work covered by the plans and specifications and the acceptance of the same by the Party of the First Part.

VI. The parties hereto further agree that the terms and conditions of this agreement are to be binding upon the parties hereto and their successors and assigns.

VII. In Witness Whereof,, the said City of Fort Wayne, Indiana, Party of the First Part, has caused to be hereunto affixed its corporate seal and name, by and through its Board of Public Works, in accordance with an order duly made, and Emery, Marker & Emery, Party of the Second Part, has hereunto caused to be affixed its name by its copartners, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Henry E Branning Jr
Mayor
Walter C Vetter

Frank A Derck

Chauncey L Griffith
Board of Public Works

Attest:

Joseph M Schwartz
Secretary

EMERY, MARKER & EMERY

By Jas R. Emery
James R Emery

Roland H Marker
Roland H Marker

Geo W.Emery
George W.Emery

Signed by James R.Emery,
Roland H.Marker and
George W.Emery in
my presence. April 29 1948

Nina M Snyder

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ....Six. Nays...3.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 13th day of July 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No.2275.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to he Mayor for approval on the 20th day of July 1948

Norbert G Welch
City Clerk

Approved this 20 day of July 1948.

Henry E Branning Jr
Mayor

7PBJX

GENERAL ORDINANCE NO. 2276

AN ORDINANCE regulating truck traffic upon certain parts of Maplegrove Avenue, Fleming Avenue, Calumet Avenue, Sherwood Terrace, Congress Avenue, Champlain Drive, Marquette Drive and McKinnie Avenue in the City of Fort Wayne, Indiana, and providing for a penalty for the violation thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unlawful for an operator or owner of any truck to drive or to permit any truck to be driven over and along the following streets in the City of Fort Wayne, Indiana:

Maplegrove Avenue from Calhoun Street to Lafayette Street:
Fleming Avenue from Calhoun Street to Lafayette;
Sherwood Terrace from Calhoun Street to Lafayette Street:
Calumet Avenue from Calhoun Street to Pettit Avenue:
Congress Avenue from Calhoun Street to Lafayette Street:
Marquette Drive from Calhoun Street to Lafayette Esplanade:
Champlain Drive from Lafayette Street to Lafayette Esplanade:
McKinnie from Calhoun Street to Lafayette Street.

provided, trucks may be operated over and along said streets for the purpose of pickup and delivery service to residences located along said streets.

Section 2. Any person, dirm or corporation violating any of the provisions of this ordinance shall upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00),

Section 3. This ordinance shall be in full force andeffect from and after its passage, approval by the Mayor and legal publication thereof.

Julian F Frankr Jr
The Ordinance was read the third time in full and on motion eas now passed by the folloing vote.
Ayes .....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 13th day of July 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2276.

Edwin C Lindenberg
President

Norbert G Welch
Norbert G Welch City Clerk

Presented to the Mayor for approval on the 20th day of July 1948.

Norbert G Welch
City Clerk

Approved this 20 day of July 1948.

Henry E. Branning, Jr.
Mayor

GENERAL ORDINANCE NO.2277

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne, Indiana, to purchase three automobiles to be used by the Police Department for suad cars.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Safety of the City of Fort Wayne be and it is hereby authorized to purchase three Chevrolet automobiles, style master two door sedan, equipped with five six ply tires, police heavy duty generators, heaters and defrosters from Beuter Chevrolet, Inc., of Fort Wayne, Indiana, for the price of Thirty-three Hundred Dollars ($3300.00), based on trade-in of three automobiles presently being used by the Police Department, being suad car numbers 6, 7, and 8, pursuant to a bid submitted by said company and accepted by said Board of Safety.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

The Ordinance was read the first time in full and a second time by title, motion was then made for suspension of rules: Carl A. Alter

Ayes.... Eight.... Nays....None.

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Eight..Nays..None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of July 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2277.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 28th day of July 1948

Norbert G Welch
City Clerk

Approved this 28 day of July 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO.2278

AN ORDINANCE regulating bus, truck andd commercial v hicle traffic on Lexington Avenue in the city of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unlawful for an operator or owner of any bus, truck or commercial vehicle to drive said vehilce over and along Lexington Avenue from Calhoun Street to Old Mill Road in the City of Fort Wayne, Indiana, except for the purpose of pick up and delivery service to residences located along said street.

Section 2. Any person, firm or corporation violating this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred Dollars ($300.00).

Section 3. This ordinance shall be in full force from and after its passage, approval by the Mayor and legal publication thereof.

Julian F Franke Jr
Elmer E Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Nine... Nays...None.

We Hereby certift, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of August, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2278.

Edwin C.Lindenberg
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 11th day of August 1948

Norbert G Welch
City Clerk

Approved this 11th day of August 1948

Henry E Branning Jr
Mayor

2PBJX

GENERAL ORDINANCE NO. 2279

AN ORDINANCE regulating bus, truck and commercial vehicle traffic upon Garden Street, Swinney Park Place and Jones Street west of College Street in the City of Fort Wayne, Indiana, and providing for the penalty for the violation thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unlawful for an operator or owner of any bus, truck, or commercial vehicle to drive said vehicle over and along Garden Street in the City of Fort Wayne, Indiana, except for the purpose of pick up and delivery services to residences located along said streets; provided, however, that this ordinance shall not apply to any person, firm, corporation or municipality or agency thereof presently located and established along any of said streets.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed Three Hundred Dollars ($300.00),

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Chas H Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine.....Nays...None.

We Hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 24th day of August 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2279.

Edwin C.Lindenberg
President

Norbert G Welch
Norbert G Welch City Clerk

Presented to the Mayor for approval on the 25th day of August 1948

Mayor did not approve
Passed by the Council Sept 14th, 1948.

Norbert G Welch
Norbert G Welch City Clerk

Approved this day of August 1948.

Henry E Branning Jr Mayor

GENERAL ORDINANCE NO.2280

AN ORDINANCE ratifying and approving a supplemental aggerrment with Indiana Service Corporation amending and midifying agreement for temporary Electtrc service, dated April 27, 1948, with Indiana Service Corporation.

WHEREAS, heretofore on, to-wit: August 30, 1948, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, entered into a supplemental agreement with Indiana Service Corporation amending and modifying agreement for temporary electric service, dated April 27, 1948, with Indiana Service Copporation, which said supplemental agreement is in words and figures following,to-wit:

SUPPLEMENTAL AGREEMENT

0.1 THIS SUPPLEMENTAL AGREEMENT ENTERED INTO THIS 30 day of August,A.D., 1948, between Indiana Service Corporation, an Indiana corporation (herein-after)called the "Company"), and City of Fort Wayne, a municipal corporation in the County of Allen, in the State of Indiana (hereinafter called the "City"), acting by and through its duly authorized Board of Public Works, WITNESSETH:

0.2 W HEREAS, the parties hereto entered into a written agreement under date of April 27, A.D., 1948, for the temporary interconnecting of the two electric systems of the parties hereto and the temporary furnishing by the Company to the City of electrical energy required by the City during the period it is inspecting and overhauling its two 15,000 kw turbo-generators upon the terms and conditions therein contained; and

0.3 WHEREAS, it is provided by Section 1.1 of said agreement of April 27, 1948, that the term thereof shall end at midnight of August 31, 1948; and

0.4 WHEREAS, the aforesaid overhauling program will not be completed by August 31, 1948, and the City, in order to provide additional and adequate time for the completion of the aforesaid overhauling program, desires to amend said agreement of April 27, 1948, so as to fix midnight of September 30, 1948, as the termination date of said agreement;

0.5 NOW, THEREFORE, in considertaion of the premises and of the mutual covenants and agreements hereinafter contained, it is mutually agreed between the parties hereto as follows, to-wit:

1.1 Section 1.1 of said agreement of April 27, 1948, is hereby amended as follows:

"1.1 This agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the "Common Council of the City. The period for furnishing electric capacity and energy under this aggreement (hereinafter called 'Service Period') shall commence on the date upon which the

General Ordinance No.2280 Continued.

systems of the parties are interconnected over the temporary interconnection facilities described in Article II hereof (hereinafter called 'Temporary Interconnection Date') and shall ent at midnight of September 30, 1948; provided, however, that such termination shall not relieve or release either aprty from any obligation or liability incarred hereunder."

1.2 Section 1.1 of said agreement of April 27, 1948, as amended above shall be in lieu of Section 1.1 as the same now appears in said agreement of April 27, 1948, and as so amended said Section 1.1 shall constitute and be a part of said agreement of April 27, 1948, and said agreement of April 27, 1948 as so amended shall in all things be in full force and effect.

2.1 This supplemental shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

3.1 IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the day and year first above written.

INDIANA SERVICE CORPORATION

ATTEST:

C.V.SORENSON
President

(G.L.Pence) Assistant Secretary
Approved as to form and legality

CITY OF FORT WAYNE

(Harry H.Hilgemann) City Attorney

ABy
(Walter C Vetter) Chairman

ATTEST:

(Frank A.Derck)

(Joseph M.Schwartz) Secretary

Chauncey A.Griffith
Its Board of Public Works

WHEREAS, the foregoing supplemental agreement is now presnted to the Common Council of the City of Fort Wayne, Indiana, for ratification and approval; and

WHEREAS, all acts, condition and things precedent to the execution by the Board of Public Works of the City of Fort Wayne of this supplemental agreement have been effected and been properly done in regular and due form as required by law, and the Common Council is of the opinion that said supplemental agreement should be ratified and approved:

NOW, THEREOFRE, BE IT ORDAINED, by the Common Council of the City of Fort Wayne, Indiana:

1. That the aforesaid supplemental agreement with Indiana Service Corporation amending and modifying the agreement for temporary electric service, dated April 27, 1948, with Indiana Service Corporation, be, and the same is hereby, approved, ratified and confirmed, and shall be in full force and effect from and after the date this ordinance becomes effective.

2. That this ordinance is passed upon the same day and at the same meeting at which it is introduced, and it is passed by the unanimous consent of all members of the Common Council present, and there are present and voting at least two-thirds of the members elect of the said Common Council.

3. That this ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Edwin C Lindenberg

The ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Nine...Nays.....None.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 30th day of August 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2280.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of August 1948.

Norbert G Welch
City Clerk

Approved thos 30th day of August 1948

Henry E Branning Jr
Mayor

PRIX

GENERAL ORDINANCE NO.2281

An Ordinance fixing the tax levy for City purpose for the year 1949 as amanded August 30th 1948.

Section 1. Be it ordained by the CommonCouncil of the City of Fort Wayne that a levy of One Dollar and forty-eight and fifty five one hundreths cents ($1.4855) upon each one hundred dollars of the assessed valuation of all property within the corporate limits of the city of Fort Wayne, Indiana, be and the same is hereby made for the year of 1949, same to be divided as follows to-wit:

General Fund	$ .7275
Sinking Fund	.02
River Improvement and Flood Prevention	.02
Foremen's Pension	.052
Police Pension Fund	.06
Fort Wayne Art School	.005
Bridge Repair	.01
City Planning and Zoning	.01
Aviation Commission	.01
North Side Track Elevation	.02
Street Repair	.10
Sewer Relief	.15
Sanitary Officers' Pension Fund	.001
Mandatory Judgment (Barrett Law)	.061
Police Uniform and Equipment Fund	.007
Park General	.098
Park Retirement Fund	.01
Park Playground and Recreation	.074
Park Tree Preservation	.015
Dwenger,Beach,Lafayette Playground	.01
Park Long Range	.025
TOTAL LEVY	$ 1.4855

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two ($2.00) dollars during the year 1949.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....eight...Nays.....one.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at the regual annual budget meeting, held on the 30th day of August 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as
GENERAL ORDINANCE NO.2281

Edwin C Lindenberg
President

Norbert G.Welch
City Clerk

Presented to the Mayor for,approval on the 31sy day of August 1948

Norbert G Welch
City Clerk

Approved this 31st day of August 1948

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO. 2282

AN ORDINANCE regulating bus, truck and commercial vehicle traffic upon California Avenue from Lake Avenue to State Street in the City of Fort Wayne, Indiana:

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unlawful for an operator or owner of any bus, truck or commercial vehicle to drive said vehicle over and along California Avenue between Lake Avenue and State Street in the City of Fort Wayne, Indiana, except for the purpose of pick up and delivery services to residences located along said streets.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall upon conviction be fined in any sum not to exceed three hundred dollars.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Eight..Nays ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of Setpember 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2282.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 15th day of September 1948

Norbert G Welch
City Clerk

Approved this 18th day of September 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO. 2283

AN ORDINANCE regulating bus, truck and commercial vehicle traffic on East Creighton Avenue in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. It shall be unlawful for an operator owner of any bus, truck or commercial vehicle to drive said vehicle over and along East Creighton Avenue between Clinton Street and Lafayette Street in the City of Fort Wayne, Indiana except for the purpose of pick up and delivery service to residences located along said street.

Section 2. Any person, firm or corporation violating this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred Dollars ($300.00).

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes...Eight...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 14th day of September 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2283.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 15th day of September 1948

Norbert G Welch
City Clerk

Approved this day of 1948

Mayor

September 23, 1948, Mayor returns ordinance without his approval, accompanied with his communication to the council with his reasons.

PBLX

GENERAL ORDINANCE NO. 2284

AN ORDINANCE to limit the speed and weight of traffic over the Taylor Street Bridge over the St.Mary's River.

WHEREAS, the Board of Public Works of the City of Fort Wayne has caused an inspection to be made of the bridge on Taylor Street over theSt. Mary's River in said city and has found that the same is dangerous and unsafe for any loads or speeds in excess of those hereafter set forth in this ordinance.

BE IT ORDAINED AND ENACTED:

Section 1. That the maximum gross load limit of any traffic upon and over the bridge on Taylor Street over the St. Mary's River in said city shall be 11.5 tons and the speed limit of any motor vehilce shall be ten miles per hour.

Section 2. It shall be unlawful for any persons, firm or corporation to drive or draw upon said bridge any vehicle weighing with its load in excess of ~~xxxx~~ 11.5 tons or drive any motor vehicle at a speed in excess of ten miles per hour upon and over said bridge.

Section 3. Any person, firm or corporation violating any provisions of this ordinance shall be fined any sum not exceeding Three Hundred Dollars ($300.00).

Section 4. An emergency exists for the immediate taking effect of this ordinance and the same shall be in force and effect upon and after its passage and signing and approval by the Mayor.

Paul M Burns.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of September 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2284.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 15th day of September 1948

Norbert G Welch
City Clerk

Approved this 18th day of September 1948.

Henry E Branning Jr
Mayor.

The Ordinance was read the third time in full and on motion was now passed as amended by the following vote. Ayes...Eight...Nays..None.

SPECIAL ORDINANCE NO. 2285

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by the City of Fort Wayne, by and through its Mayor and Board of Public Works, and the Terminal Service Company of Cincinnati, Ohio, dated the 5th day of August, 1948.

WHEREAS, on the 5th day of August, 1948, the C ty of Fort Wayne, by and through its Mayor and its Board of Public Works, entered into a certain contract with the Terminal Service Company of Cincinnati, Ohio, an Ohio corporation, relating to the collection and disposal of garbage, broken bottles, tin cans and other refuse material and providing for certain modifications of the contract hereinbefore entered into by and between said parties on the 21st day of May, 1946, and for the termination and cancellation of said former contract, which contract and agreement dated the 5th day of August 1948, is in the words and figures as follows, to-wit:

THIS AGREEMENT, Made this 5th day of August, 1948, by and between the CITY OF FORT WAYNE, acting by and through its Mayor and Board of Public Works, party of the first part, hereinafter called the City, and the TERMINAL SERVICE COMPANY Of Cincinnati, Ohio, an Ohio corporation by its President, party of the second part, hereinafter called Contractor, WITNESSETH:

I. That the contract hereinbefore entered into by and between the parties hereto on the 21st day of May, 1946, and ratified by the Common Council of said City by General Ordinance No. 2204 on the 11th day of June, 1946, as shown by the proceedings of the Common Council of said City for the year 1946 on pages 141 to 146, be, and the same is hereby modified as follows:

1. That old bottles, broken glass and glass-ware, broken dishes, broken crockery and tin cans shall not be required to be kept separately as provided in article 11 of the aforesaid contract, but may hereafter be placed in any containe along with garbage as defined in said contract, and the collection of the same shall be made by the Contractor once each week from November 1st to April 30th and twice each week from May 1st to October 30th; and that the garbage and the said broken bottles, tin cans, etc., shall hereafter be disposed of by the sanitary fill method of disposal instead of by incineration as provided in the aforesaid contract and the City hereby authorizes and directs such method of disposal and the Contractor hereby agrees to provide an available site for such disposal.

2. That the foregoing modification of the aforesaid contract shall apply to and be in effect for the calendar year of 1949.

II. In accordance with paragraph 17 compensation to the Contractor was made in the month of July, 1948, for the year 1949 as follows: it was agreed between the parties that the water bill total is 33,637 and that therefore by the formula set out in said section 17 of said contract the population of the City for said year 1949 is 134,548; It was at said time likewise agreed that current prevailings wage rates in connection with bidding procedure for public work compared with the base rates established in the aforesaid original contract entitles the said Contractor to an adjustment of 28½% labor clause increase for said year 1949 over the 1946 base, and by said contract formula it is therefor agreed that the total compensation to the Contractor for the year 1949 shall be $165,978.41.

III. In consideration of the foregoing agreement it is further mutually agreed between the parties hereto that the aforesaid contract between the parties hereto that the aforesaid contract between the parties hereto, dated May 21, 1946, shall be mutually terminated and cancelled on the 31st day of December, 1949; provided, however, that it is understood and agreed that the present incinerator plant belonging to the City is inadequate to dispose of garbage, broken bottles, tin cans, etc, by the methods provided in said orginal contract and that the City is contemplating and undertaking to repair, enlarge and modernize its said incinerator plant, and that, in the event said reapirs, enlargements, additions and improvements to said plant are not completed by thesaid 31st day of December 1949, then the aforesaid original contract shall continue in force except as hereinabove modified, and may after said date be terminated by either party hereto by giving to the other party six months notice of its intention and desire so to do.

IV. This contract shall be in full force and effect from and after its approval by the Common Council of said City.

IN WITNESS WHEREOF, the parties hereto, by and through their officers as herein first above written, have here-unto set their names and seals the day and year herein first above written.

CITY OF FORT WAYNE.
By Henry E.Branning, Jr.
Mayor.
By Walter C. Vetter Frank A.Derck,
Chauncey L. Griffith
Its Board of Public Works.

Attest:
Joseph M.Schwartz,
Secretary

THE TERMINAL SERVICE COMPANY (SEAL)
By Stephen M.Denison Its President,
Approved as to form and legality:
HARRY H. HILGEMANN,
City Attorney.

7PBJX

SPECIAL ORDINANCE NO. 2285 Continued

BE IT THEREFORE ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE AS FOLLOWS:

Section 1. That the foregoing contract made and entered into by the City of Fort Wayne, by and through its Mayor and Board of Public Works,and The Terminal Service Company of Cincinnati, Ohio, and Ohio corporation, be and the same is hereby ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul M.Burns,

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes.....Eight ....Nays .....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regualr meeting hedl on the 14th day of September, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO. 2285.

Edwin C. Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 15th day of September 1948.

Norbert G Welch
City Clerk

Approved this 18th day of September 1948.

Henry E Branning Jr
Mayor

SPECIAL ORDINANCE NO. 2286

AN ORDINANCE ratifying and approving a Supplemental agreement with Indiana & Michigan Electric Company amending and midifying agreement for temporary electric service, dated April 27, 1948, with Indiana Service Corporation (Predecessor in interest to Indiana & Michigan Electric Company), as amended and modofied by supplemental agreement, Dated August 30, 1948.

WHEREAS, heretofore on, to-wit: September 28, 1948, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, entered into a supplemental agreement with Indiana & Michigan Electric Company amending and modifying the agreement for temporary electric service, dated April 27, 1948, with Indiana Service Corporation (predecessor in interest to Indiana & Michigan Electric Company), as amended and modified by supplemental agreement, dated August 30, 1948, which said supplemental agreement is in words and figures following, to-wit:

SUPPLEMENTAL AGREEMENT

0.1 THIS SUPPLEMENTAL AGREEMENT entered into this 28th day of September, A.D., 1948, between Indiana & Michigan Electric Company (successor in interest to Indiana Service Corporation), an Indiana corporation (hereinafter called the "Company"), and City of Fort Wayne, a municipal corporation in the County of Allen, in the State of Indiana (hereinafter called the "City"), acting by and through its duly authorized Board of Public Works, WITNESSETH:

0.2 WHEREAS, Indiana Service Corporation (predecessor in interest to the Company) and the City entered into a written agreement under date of April 27, A.D., 1948, for the temporary interconnecting of the two electric systems of such parties and the temporary furnishing by Indiana Service Corpoartion to City of electrical energy required by the City during the period of inspecting and overhauling its two 15,000 kw turbo-generators upon the terms and conditions therein contained; and

0.3 WHEREAS, Indiana Service Corparation and the City entered into an agreement under date of August 30, 1948, supplemental to the said agreement of April 27, 1948, extending the termination date of said agreement of April 27,1948, from Midnight August 31, 1948, to Midnight of September 30, 1948; and

0.4 WHEREAS, on August 31, 1948, Indiana Service Corporation was, under the laws of the State of Indiana, merged into Indiana & Michigan Company (the Company); and

0.5 WHEREAS, the parties hereto deem it in their respective interests to continue the interconnection of their respective electric systems and for each of the parties hereto to furnish electric capacity and energy to the other from October 1, 1948, to and including June 30, 1949, upon the terms and conditions hereinafter contained; and

0.6 WHEREAS, the parties hereto desire to amend and supplement as hereinafter set forth said agreement of April 27, 1948, as amended and supplemented by said agreement of August 30, 1948, so as to provide for the aforesaid continuation of the interconnection of thier respective electric systems and the furnishing of electric capacity and energy by each of the parties hereto to the other party.

0.7 NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is mutually agreed between the parties hereto as follows, to-wit:

1.1 Section 1.1 of said agreement of April 27, 1948, as amended and modified by said agreement of August 30, 1948, is hereby amend d to read as follows:

1.1 This agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City. The period for furnishing electric capacity and energy under this agreement (hereinafter called 'Service Period') shall commence at 12:01 A.M. on October 1, 1948, and shall end at Midnight of June 30, 1949; provided, however, that said agreement of April 27, 1948, as amended and modified by said supplemental agreement of August 30, 1948, shall continue in full force and effect until Midnight of September 30, 1948; and provided further that said termination shall not relieve or release either party from any obligation or liability incurred hereunder."

2.1 Article VII of said agreement of April 27, 1948, is hereby amended by deleting and striking out all of Section 7.13 thereof entitled "Minimum Charge For Month".

3.1 Article XIV of said agreement of April 27, 1948, is hereby amended to read as follows:

"Article XIV
Service To Be Rendered By City Terms And Conditions Thereof.

14.1 Subject to the terms and conditions of the agreement:

(a) Because of the need that may develop from time to time, particularly during a period of emergency, to marshall all supplus capacity and energy available, in any part of an area to the needs of another part that may have a deficit of capacity and energy, upon being advised by Company of the existence of such deficiency on tis own system or any part of another system with which it is directly or indirectly interconnected, City (1) shall, notwithstanding the provisions of Section 3.2 (a) hereof and to the extent permitted by the available capacity in City's system, reduce or suspend the taking of the capacity and energy which City is then taking from Company hereunder and (2) shall furnish to Company such excess capacity and energy as City, in its sole judgment, may have available in its system and for which it shall have no other use, demand or request, but such excess capacity shall be limited to the available capacity of the temporary interconnection facilities bewween the systems of the parties.

(b) Company shall be obligated to pay City, for each and every kilowatt-hour of such energy furnished to Company, an amount equal to the average fuel cost per net kilowatt-hour generated in City's Lawton Park Station during the calendar month immediately preceding that in which such energy is furnished by City, plus 15% of such fuel cost.

(c) The terms and conditions of Article IV, Article X and Article XI shall aply to such electric capacity and energy furnished by the City to the Company with the same force and effect as though said Articles specifically relate to such service.

(d) The terms and conditions of Article V shall apply to such electric capacity and energy furnished by the City to the Company with the same force and effect as though said Article specifically related to such service; provided, however, the Company shall only be required, for measuring at 34,500 volts the electric energy furnished by the City to the Company hereunder, to furnish, install, operate and maintain kilowatt-hour metering equipment, and shall only be required to determine the total number of kilowatt-hours delivered by City to Company for all hours of the month."

4.1 A new Article, known as "Article XV - Operating Committee", is hereby added tosaid agreement of April 27, 1948, and shall read as follow:

"Article XV

Operating Committee

15.1 Tha parties agree toappoint a committee of authorized representatives, to be known as the "Operating Committee". From time to time, each of the parties shall designate in writing delivered to the other party, the person who is to act as its representative on said committee and the person or persons who may serve as alternate whenever such representative is unable to act, which representative and alternate or alternatees shall each be persons familiar with the generation, transmission and distribution facilities of the system of such party which are used in the delivery or taking of capacity and energy her under.
Subject to the declared intentions of the parties, such representatives shal l be fully authorized to cooperate and agree upon all matters, not specifically provided for herein, on which co-operation and agreement are necessary in order that the advantage to be derived hereunder may be realized by the parties to the fullest practicable extent.

15.2 That parties recognize that from time to time conditions may arise which make it necessary, in order that reliable and economical service may be be furnished to their customers, that energy be exchanged of classes and under conditions which are not specifically provided for hereunder. When such conditions arise, and it is found desirable to interchange energy to meet the conditions, the respective representatives shall be authorized (a) to co-operate and arrange for the interchange of such energy as is required to be interchanged to meet and take care of uch conditions in an economical manner, and (b) to agree upon the charges for capacity and energy or for other items of value furnished incident thereto by one party to the other."

5.1 A new Article, known as "Article XVI - Assignment", is hereby added to said agreement of April 27, 1948, and shall read as follows:

"Article XVI

16.1 This Agreement shallAssignmentthe benefit of and be binding upon the successors and assigns of the respective parties."

6.1 Said agreement of April 27, 1948, as amended by said supplemental agreement of August 30,,1948, and as further amended by this supplemental agreement shall in all things be in full force and effect.

7.1 This supplemental agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the day and year first above written.

INDIANA & MICHIGAN ELELCTRIC COMPANY
By
C.V.Sorenson Vice President &
General Manager

Attest:
E.A.Luhman Assistant Secretary

Approved as to form and legality

Harry H.Hilgemann, City Attorney

CITY OF FORT WAYNE
Walter C. Vetter, Chairman
Frank A Derck
Chauncey A Griffith
Its Board of Public Works

Joseph M Schwartz Secretary

WHEREAS, the foregoing supplemental agreement is now presented to the Common Council of the City of Fort Wayne, for ratification and approval; and

WHEREAS, all acts, conditions and things precedent to the execution by the Board of Public Works of the City of Fort w Wayne of this supplemental agreement have been effected and been property done in regular and due form as required by law, and the Common Council is of the opinion that said supplemental agreement should be ratified and approved:

NOW THEREFORE, BE IT ORDAINED, BY THE COMMON COUNCILof the City of Fort Wayne, Indiana:

1. That the foresaid supplemental agreement with Indiana & Michigan Electric Company amending and modifying the agreement for temporary electric service, dated April 27, 1948, with Indiana Service Corporation (predecessor in interest to Indiana & Michigan Electric Company) as amended and modified by supplemental agreement, dated August 30, 1948, be, and the same is hereby approved, ratified, and confirmed, and shall be in full force and effect from and after the date this ordinance becomes effective.

2. That this ordinance is passed upon the same day and at the same meeting at which it is introduced, and it is passed by the unanimous consent of all members of the Common Council present, and there are present and

SPECIAL ORDINANCE NO.2286 Continued

voting at least two-thirds of the members elect of the said Common Council.

3. That this ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Elmer E.Fuhrman

A motion by Councilman Burns and seconded by Councilman Alter that the rules be suspended and that the ordinance be placed on its passage on the same day and at the same meeting at which it was introduced was passed by the following vote:

Ayes.....Nine ... Nays.... None.

On motion by councilman Burns, seconded by councilman Alter, the ordinance was read the third time in full and on motion was now passed by the following vote. Ayes ....Nine... Nays None.

We Hereby Certidy, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of September 1948, by a majority votr of all members elect, did pas the ordinance hereunto attached, and known at SPECIAL ORDINANCE NO.2286.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of September 1948.

Norbert G.Welch
City Clerk

Approved this 2nd day of October 1948

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO.2287

AN ORDINANCE changing, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a Board of Zoning Appeals and providing for review of the decisions of such Board by the court. This Ordinance, and Ordinances sullpemental or amendatory thereto, shall be knwon as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Six (6) of the ~~ox~~ map which is a pary of General ordinance No. 1436 as above described, be chang~~ed~~ ged from those of a "B" district to those of a "C" district on the area ~~xxxxx~~ legally described as follows;

Lots Numberes 20, 24, 28, 32, 36, 47, 48, and 49 in Woodland Heights Addition to the City of Fort Wayne, Allen County, Indiana; and the following described real estate:

Beginning at the Northeast corner of Lot 16 in Woodland Heights Addition to the city of Fort Wayne, thence West along the North line of said Lot 16 and the North line of Lot 15 in said addition to the Northwest corner of said Lot 15; thence North 87 feet to the Southwest co rner of Lot 19 in said addition, thence East along the South line of said Lot 19 and Lot 20 in said addition to the Southeast corner of said Lot 20; thence South 87 feet along the West line of Beuter Avenue to the place of beginning.

Section 2. That all provisions, reguirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after public hearing thereon as provided by law, and its passage and approval by the Mayor and legal publication thereon.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of September 1948, by a majority vote of all members elect, did pass the ordinance attached, and known as GENERAL ORDINANCE NO. 2287.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of September 1948

Norbert G Welch
City Clerk

Approved this 2nd day of october 1948

Henry E Branning Jr
Mayor

Special Ordinance No. 2288

An Ordinance ratifying and approving a contract with the Westinghouse Electric Corporation county of Allegheny, State of Pennsylvania, and the City of Fort Wayne, dated September 8, 1948, for the furnishing and delivery of one (1) surface condenser with pumps, pump drives, air ejectors, and other auxiliary equipment, and two (2) closed type feed waterx heaters, for the enlargement of the capacity of the Electric Light and Power Plant of said City, as amended September 27, 1948.

WHEREAS, on the 8th day of September, 1948, the City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with Westinghouse Electric Corporation county of Allegheny, State of Pennsylvania, for the furnishing and delivery of one (1) surface condenser with pumps, pump drives, air ejectors, and other xxxxiixa auxiliary equipment, and two (2) closed type feed water heaters, for the enlargement and the increase in the firm capacity of the Electric Light and Power Plant of said City;

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said equipment, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such equipment and fixed August 17, 1948, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid Westinghouse Electric Corporation made and submitted the best and lowest bid for said equipment and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all act, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said Westinghouse Electric Corporation has given its bond for the failthful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to wit:
This agreement made and entered into this 8th day of September, 1948, by and between WESTINGHOUSE ELECTRIC CORPORATION, of the County of Allegheny, State of Pennsylvania, hereinafter called the "Contractor," and theCity of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana) hereinafter called the "Owner."

WITNESSETH: That the Contractor and the Owner, for the considerations stated herein, agree as follows:

Article I, Scope of the Work. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable equipment, and all utility and transportation serviees required to perform and comlete, in a workmanlike manner, all of the work required for

Contract No. 2:
The furnishing and delivery f.o.b. cars at the generating station of the City Light and Power Works of the City of Fort Wayne, Indiana, of one (1) surface condenser with circulating pump, condensate pumps, pump drives, air ejectors and other auxiliary equipment, and also the services of a competent supervising erector to supervise the installation of the surface condenser and auxiliary and accessory equipment $73,900.00

Contract No. 6:
The furnishing and delivery f.o.b. cars at Fort Wayne, Indiana, of two (2) closed type feed water heaters - 8,500.00

Total - $82,400.00

in connection with the construction of an improvement of, and addition to, the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker & Emery, Engineers, and with the Contractor's proposal now on file in the office of the Board of Public Works (except as specifically noted in the contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

Special Ordinance No. 2288 Continued

The Contractor agrees to furnish dimensioned outline drawings, to scale, of all equipment to be furnished under this contract, for approval by the Engineers, within forty-five (45) calendar days after date of this contract.

The Contractor agrees to complete delivery fo the aurface condenser and all auxiliary equipment within ten (10) months after date of this contract, and to deliver the two feed water heaters within three hundred (300) calendar days after approval of working drawings.

The Contractor agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract which shall be not less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, Rates of Wages," of the specifications on file in the office of the Board of Public Works.

Article II. The Contract Price: The Owner shall pay to the Contractor for the performance of this contract, in current funds, the contradt price of EIGHTY*TWO THPUSAND FOUR HUNDRED AND NO/100 DOLLARS ($82,400.00)

Of the total contract price of $28,400.00 the amount of $73,900.00 (representing the price of the surface condenser and auxiliary equipment, as specified) is subject to adjustment to the market price in effect at the time of shipment - increase not to exceed twenty (20) percent. Such market price is to be the average of the prices of the three largest competitive manufacturers of comparable sizes of steam condenserx units, in effect at time of shipment of the surface condenser and auxiliray equipment.

Of the total contract price of $82,400.00 the amount of $8,500.00 (representing the price of the two (2) feed water heaters, as specified) is subject - increase not to exceed twenty (20) per cent. Such market price is to be the average of the prices of the three largest competitive manufacturers of comparable sizes of feed water heater units, in effect at time of shipment of the two feed water heaters.

The Owner agrees to make payments to the Contractor in accordance with Paragraph 28, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the city, unless and until it shall have first been approved by the Common Council of said city and should the Common Council of the city fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, bind itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three counterparts, on the day and year first above written.

(Seal)

WESTINGHOUSE ELECTRIC CORPORATION
Contractor

Attest:
Edward Geroge, Jr
Edward George, Jr. Asst. Sec'y
(Title)

By Andrew H. Phelps
Andrew H.Phelps Vice Pres.
(Title)

Attest:
Joseph M.Schwartz
Secretary

Walter C Vetter

Frank A Derck

Chauncey L.Griffith
Board of Public Works

Approved as to Form and
Legality

Harry H.Hilgemann
City Attorney

Now, therefore, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved, and that this ordinance be in full force and effect from and after its passage by the council and approval by the Mayor of said City.

Paul M.Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Nine....Nays... None.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of September 1948, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2288

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of September 1948

Norbert G Welch
City Clerk

Approved this 2nd day of October 1948.

Henry E.Branning Jr Mayor

2PBIX

SPECIAL ORDINANCE NO.2289

AN ORDINANCE ratifying and approving a contract with The Swartwout Company of the county of Cuyahoga and the State of Ohio, and the City of Fort "ayne dated September 3, 1948, for the furnishing and delivery of one (1) deaerating feed water heater, for the enlargement of the capacity of the Electric Light and Power Plant of said City.

WHEREAS, on the 3rd day of September, 1948, the City of Fort "ayne acting by and through its Board of Public Works duly entered into a written contract with The Swartwout Company of the county of Cuyahoga, state of Ohio, for the furnishing and delivery of one (1) deaerating feed water heater, for the enlargement and the increase in the firm capacity of the Electric Light and Power Plant of said City;

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said equipment, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such equipment and fixed August 17, 1948, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid, The Swartwout Company, made and submitted the best and lowest bid for said equipment and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all acts, conditions, and things precedent to the execution of said contrat by said City have been done and perfprmed as required by law, and that the said The Swartwout Company has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and siad contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to wit:

CONTRACT NO. 5

This agreement made and entered into this erd day of September, 1948, by and between THE SWARTWOUT COMPANY, of the County of Cuyahoga, State of Ohio, hereinafter called the "Contractor," and the City of Fort "ayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable equipment, and all utility and transportation services required to perfrom and complete, in a workmanlike manner, all of the work required for

Contract No. 5 - The furnishing and delivery, f.o.b. cars at Fort "ayne, Indiana, of one (1) deaerating feed water heater,

in connection with the construction of an improvement of, and addition to, the City Light and Power Works of the City of Fort "ayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker Marker & Emery, Engineers, and with the Contractor's proposal now on file in the office of the Board of Public "orks (except as specifically noted in the contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to furnish dimensioned outline drawings, to scale of all equipment to be furnished under this contract, for approval by the Engineers, within fourteen (14) calendar days after date of this contract.

The Contractor agrees to complete delivery of all materials, equipment covered by this contract within one hundred eighty (180) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort "ayne, Indiana.

The Contractor agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract which shall be not less than the prescribedscale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, #Rates of Wages," of the specifications on file in the office of the Board of Public Works.

Article II - The Contract Price: The Owner shall pay to the Contractor for the performance of this contract, in current funds, the contract price of TWELVE THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($12,739.00).

The Owner agrees to make payments to the Contractor in accordance with Paragraph 28, "Terms of Payment," of the specification on file in the office of the Board of Public "orks.

SPECIAL ORDINANCE NO. 2289 Continued

This contract, although executed on behalf of the City of Fort "ayne, Indiana, by its Mayor and by its Board of Public "orks, shall not be binding or Obligatory upon the city, unless and until it shall have first been approved by the Common Council of said city, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, on the day and year first above written.

(Seal)

THE SWARTWOUT COMPANY
Contractor

ATTEST:
W.E.Clement
Secy - Treas

By R.L.Meyer
Vice President
(Title)

C ITY OF FORT WAYNE, INDIANA

Walter C.Vetter
Frank A.Derck
Chauncey L.Griffith
Board of Public "orks

Attest:
Joseph M.Schwartz
Secretray

Approved as to Form and Legality
Harry H.Hilgemann
City Attorney

Now, therefore, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved, and that this ordinance be in full force and effect from and after its passage by the council and by the Mayor of said City.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following voteL Ayes .....Nine....Nays.....None.
We Hereby Certify, That the Common Council of the City of Fort "ayne, Indiana, at a regular meeting held on the 28 day of September. 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2289.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of September 1948

Norbert G Welch
City Clerk

Approved this 2nd day of October 1948

Henry E Branning Jr
Mayor

SPECIAL ORDINANCE NO.2290

AN ORDINANCE ratifying and approving a contract with the General Electric Company county of Schenectady State of New York, and the City of Fort Wayne dated September 10, 1948, for the furnishing and delivery of one (1) 10,000 kilowatt steam turbine driven electric generating unit and accessory equipment, for the enlargement of the capacity of the Electric Light and Power Plant of said City.

WHEREAS, on the 10th day of September, 1948, the City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with the General Electric Company county of Schenectady, State of New York, for the the furnishing and delivery of one (1) 10,000 kilowatt steam turbine driven electric generating unit and accessory equipment, for the enlargement and the increase in thr firm capacity of the Electric Light and Power Plant of said City:

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid General Electric Company made and submitted the best and lowest bid for said equipment and the said Board thereafter duly awarded said contract to said company;

AN WHEREAS, all acts, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said General Electric Company has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to wit:

This agreement made and entered into this 10th day of September, 1948, by and between GENERAL ELECTRIC COMPANY of the County of Schenectady, State of New York, hereinafter called the "Contractor," and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform evertthing required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable equipment, and all utility and transportation services required to perform and complete, in a workmanlike manner, all of the work required for Contract No. 1. The furnishing and delivery, f.c.b. cars at the generating atation of the City Light and Power Works of the City of Fort Wayne, Indiana, of one (1) 10,000 kilowatt steam turbine driven electric generating unit and accessory equipment, and also the services of a competent supervising erector to supervise the installation of the steam turbine driven electric generating unit and accessory equipment.

in connection with the construction of an improvement of, and addition to, the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emerym Marker, & Emery, Engineers, and with the Contractor's proposal now on file in the office of the Board of Public Works (except as specifically noted in the contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to furnish dimensioned outline drawings, to scale, of all equipment to be furnished under this contract for approval by the Engineers, within 133 calendar days after date of this contract.

The Contractor agrees to complete delivery of all materials, equipment and apparatus covered by this contract within 12 months after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract which shall be not less than the prescrobed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, "Rates of Wages," of the specifications on file in the office of the Board of Public Works.

Article II - The Contract Price: The Owner shall pay to the Contractor for the performance of this contract, in current funds, the contract price of THREE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($334,200.00).

Due to the likehood of changes in material and labor costs during the duration of this contract, above stated price is subject to adjustment to the market price for this type of equipment in effect at the time of shipment, provided, however, any increase hereunder is not to exceed twenty (20) per cent of the above stated price. Such market price will be accepted as the average of the Allis-Chalmers Manufacturing Co.,Westinghouse Electric Corporation and Elliott Co. prices for such equipmnet in effect at the time of shipment of the steam turbine driven electric generator and accessory equipment. In no event will a claim for consequential damages be made by either party to thsi agreement.

The Owner agrees to make payments to the Contractor in accordance with Paragraph 28, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the city,and should the Common Council of the city fail to approve the same within ninety (90) dats after the date hereof, this contract shall become and be wholly void.

Toseach of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrment to be executed in three original counterparts, on the day and year first above written.

(Seal)
Attest:
A.K.Willey
Assistant Sec.

GENERAL ELECTRIC COMPANY
Contractor
By John O.Roser
Gen.Asst. to Mgr., Gen.Sta.Div's.

SPECIAL ORDINANCE NO.2290 Continued

CITY OF FORT WAYNE, INDIANA

_____
Mayor

Attest:
Joseph M.Schwartz
Secretary

Walter C.Vetter
Frank A. Derck
Chauncey L.Griffith

Approved as to Form
and Legality

Harry H.Hilgemann
City Attorney

Now, therefore, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved, and that this ordinance be in full force and effect from and after its passage by the council and approval by the Mayor of said City.

Carl A.Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Nine...Nays...None.

We Herby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 28th day of September 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2290.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presneted to the Mayor for approval on the 30th day of September 1948

Norbert G Welch
City Clerk

Approved this 2nd day of October 1948

Henry E Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2291

An Ordinance ratifying and approving a contract with The Byron Jackson Company of the county of Los Angeles, State of California, and the City of Fort Wayne dated September 13, 1948, for the furhishing and delivery of two (2) centrifugal boiler feed pumps, for the enlargement of the capacity of the Electric Light and Power Plant of said City.

WHEREAS, on the 13th day of September, 1948, the City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with The Byron Jackson Company of the county of Los Angeles, State of California for the furhishing and delivery of two (2) contrifugal boiler feed pumps, for the enlargement of the capacity of the Electric Light and Power Plant of said City.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans specifications to be prepared for said equipment, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such equipment and fixed August 17, 1948, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid The Byron Jackson Company made and submitted the best and lowest bid for said equipment and the said Board ther eafter duly awarded said contract to said company;

AND WHEREAS, all act, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said The Byron Jackson Company has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to-wit:

This agreement made and entered into this 13th day of September 1948, by and between BYRON JACKSON COMPANY, of the County of Los Angeles, State of California, hereinafter called the "Contractor," and the City of Fort Wayne, County of Allen and State of Indiana, (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner,"

WITNESSETH: That the Contractor and the Owner, for the considerations stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everything required to be performed and shall porvide and furnish all of the labor, materials, necessary tolls and expendable equipment, and all utility and transportation services required to perform and complete, in a workmanlike manner, all of the work required for

Contract No. 3 - The furnishing and delivery, f.o.b. cars at Fort Wayne Indiana, of two (2) centrifugal boiler feed pumps - one with motor drive and one with steam turbine drive,
in connection with the construction of an improvement of, and addition to, the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker & Emery, Engineers, and with the Contractor's proposal now on file in the office of the Board of Public Works (except as specifically noted in the contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The steam turbine shall be a General Electric Company, Type DP-20 turbine. The motor shall be a General Electric Company Tri-Clad motor.

The Contractor agrees to furnish dimensioned outline drawings, to scale, of all equipment to be furnished under this contract, for approval by the Engineers, within twenty-one (21) calendar days after date of this contract.

The Contractor agrees to complete delivery of all materials, equipment and apparatus covered by this contract within two hundred forty (240) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract which shall be not less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, "Rates of Wages," of the specifications on file in the office of the Board of Public Works.

Article II - The Contract Price: The Owner shall pay to the Contractor for the performance of this contract, in current funds, the contract price of FOURTEEN THOUSAND THREE HUNDRED EIGHTY-SIX AND NO?100 DOLLARS ($14,386.00).
The Contractor agrees to furnish the services of a skilled mechanic to supervise the installation of the two boiler feed pumps, as may be required by the Owner, for the amount of Twenty Dollars ($20.00) per 8-hour day with overtime at established rates, plus traveling and living expenses of the mechanic while engaged upon this work.
Of the total contract price of $14,386.00, the amount of $8,742.00 (representing the price of the two pumps and by-pass orifices) is firm and is not subject to adjustment. Of the total contract price of $14,386.00, the amount of $2,857.00 (representing the price of the motor) and the amount of $2,787.00 (representing the price of the steam turbine, as specified) are subject to adjustment to the General Electric Company's prices in effect at the time of shipment of the motor and steam turbine, provided, however, that any price increase shall not exceed twenty (20) per cent of the stated prices of the motor and turbine, respectively.

The owner agrees to make payments to the Contractor in accordance with Paragraph 28, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City of Fort Wayne, Indiana by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the city, unless and until it shall have first been approved by the Common Council of said city, and should the Common Council of the city fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, on the day and year first above wirtten,

SPECIAL ORDINANCE NO.2291 Continued

BYRON JACKSON COMPANY
Contractor

By E.W.Upton

Branch Manager
Title

Attest:

Joseph M Schwartz
Secretary

Walter C Vetter

Frank A Derck

Chauncey L Griffith
Board of Public Works

Approved as to Form and Legality

Harry H.Hilgemann
City Attorney

Now, therefore, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved, and that this ordinance be in full force and effect from and after its passage by tne council and approval by the Mayor of said City.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote .....Ayes .....Nine...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 28th day of September 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO.2291

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 30th day of September 1948

Norbert G Welch
City Clerk

Approved this 2nd day of October 1948.

Henry E Branning Jr
Mayor

SPECIAL ORDINANCE NO. 2292

An Ordinance authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate.

WHEREAS, on March 11, 1938, the City Controller purchased at tax sale the following described real estate, to-wit:
Lot No. 189 in Fairfield Heights Addition to the City of Fort Wayne, Allen County, Indiana, for delinquent municipal assessments in said parcel of land; and,
WHEREAS, the purpose of the purchase was to protect certain advancements made in the payment of Barrett Law Bonds from being barred by the statute of limitations; and,
WHEREAS, a deed was issued by the Auditor of Allen County for said real estate of "City Controller, Fort Wayne, Indiana," and was recorded on April 6, 1942; and,
WHEREAS, George Sprunger and Carrie A.Sprunger of Allen County, Indiana, have purchased said lot at a tax sale conducted by John A. Brewer, Auditor of Allen County, Indiana, and a deed was issued to them by the Board of Commissioners of the County of Allen, State of Indiana, and that said deed was recorded July 16, 1946; and,
WHEREAS, the title George Sprunger and Carrie A.Sprunger have in the real estate is superior and is ahead of the tax title the City has in the above described real estate, and the City is without any right, title or interest in said real estate; and,
WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quitclaim deed to George Sprunger and Carrie A. Sprunger, husband and wife, Allen County, Indiana, for the following described real estate, to-wit:
Lot No. 189 in Fairfield Heights Addition to the City of Fort Wayne, Allen County, Indiana.

SECTION 2. That this ordinance shall be in full force and effect from and after

SPECIAL ORDINANCE NO. 2292 Continued

its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....nine...Nays.... None

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of October, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO. 2292.

Edwin C Lindenberg

Norbert G Welch

Presented to the Mayor for,approval on the 28th day of October 1948.

Norbert G.Welch
City Clerk

Approved this 4th day of November 1948.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2293

AN ORDINANCE providing for certain conditions and limitations for the issuance of a license for conducting circuses, outdoor shows and assemblages under tents and providing for a penalty for the violation thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. The provisions of this ordinance shall apply to any person,firm or corporation conducting within the corporate limits of the city or within two miles thereof, any circus, sideshow, bazaar, revival meeting or any outdoor show or assemblage for any purpose whatsoever conducted under a tent or tents in which seats are provided for the public, hereinafter such person, firm or corporation shall be known as the "exhibitor."

Section 2. No assemblage coming within the purview of this ordinance shall be permitted inside the tents until a license shall have first been issued by the City Controller to the exhibitor.

The City Comptroller shall not issue such license unless and until:

(a) An application on forms provided by the Comptroller shall have been filed in duplicate with the Comptroller at least 30 days before the first date of such assemblage.

Such application shall contain the name and address of the exhibitor; whether it be a person, firm or corporation; if a partnership, the name and address of each partner; if a corporation, the State of incorporation, and if a foreign corporation, a consent of service of all legal process on the Secretary of the State of Indiana, and consent and waiver of jurisdiction of any Court of Record of Allen County, Indiana, for any legal proceedings whatsoever affecting such corporation; the day or dates of such assemblage; that the tent or tents to be used have been fire-proofed, giving the date of fireproofing and the name and address of the firm foreproofing the same, and such and such other information as may be requested by the Comptroller, & One copy of such application shall be forwarded to the Chief of the Fire Department.

(b) A bond executed by the exhibitor with sureties approved by the Comptroller payable to the City of Fort Wayne, shall have been furnished and filed with the Comptroller. Such bonds shall be on forms approved by the Comptroller and in a penal sum not less than ten thousand dollars ($10,000.00) and shall provide to save harmless andidemnify the said city from any loss or damage arising out of any unlawful or negligent act of the exhibitor and to defend any action brought against the exhibitor or the said city, and pay all judgments rendered therein arising out of any unlawful or negligent act of the exhibitor.

(c) An inspection shall have been made and facilities and equipment of the exhibitor approved for safety by the first date of the assemblage by the Fire, Police and Buildind Departments and where sanitation facilities are provided, by the Board of Health, of such city as shown by endorsement of an authorized representative of such Department on the application for the license of such assemblage.

(e) A fee has been paid the Comptroller in an amount as now provided or as may hereafter be provided by ordinance.
Unless otherwise provided, the fee for such license shall be ten dollars ($10.00).

Section 3. The inspection provided for in Section 2c above, shall include and approval of facilities and equipment therein required, shall be given, if such inspection finds:

(a) That a certificate has been issued to the exhibitor showing that all tents to be used in connection with the assebmlage have been fire-proofed, stating by whom and on what date, including some positive method of identifying the foreporrfed tents.

(b) That samples from any portion of any tent as requested by the inspector has been proven to his satisfaction to be fireproof.

(c) That all dry grass, papers and all other combustibles has been cut down and kept clear inside of and for a distance of ten (10) feet from all tents.

(d) That an adequate supply of first aid fire extinguishing equipment is kept on hand. This equipment must be in a satisfactory state of repair; employees must be drilled in its proper use and it must be displayed at strategic locations both in and out of tents.

(e) That "No Smoking" signs are being displayed in all tents.

(f) That frequent "no smoking"announcements shall be made over public address system, if available.

(g) That no paper or rubbish shall be allowed at any time to accumulate under stands or chairs. Collection of paper and rubbish shall be continuous during performances.

(h) That no gasoline, gas, charcoal or any type heating or cooking devices shall be permitted in or near the main tent. All other tents or enclosures on the ground shall be subject to the same equirements as specified for the main tent, if such tents or enclosures are open to the public or are near any tents used by the public.

(i) That all electrical wiring is in accordance with the applicable provisions of the National Electrical Code.

(j) That no unusual features introducing a serious fire hazard shall be incorporated in the program of the exhibitor.

(k) That all gasoline, kerosene, and all other volatile liquids shal shall be stored in approved safety cans and said storage shall be held to an absolute minmum.

(l) That no tank wagon of any capacity shall be permitted to discharge gasoline or vehicle of any type within eighty-five (85) feet of the main tent or any other tent occupied by the public, and that no tank truck of any capacity be allowed to stand parked in any area within eighty-five (85) feet of main tent or any other tent occupied by the public.

(m) That all portable forges and other equipment employing heat to shoe horses, repair equipment, etc., shall be kept a safe distance from all tents and other hazardous locations.

(n) That all seats, platforms, poles and all others portions of the structure shall be reasonably sound and stable to insure the public safety.

(o) That provisions have been made for a sufficient number of aisles and exits ti insure lighted and obstructed passageways to areas well away from the tent or the place of such circus, show, or assemblage.

(p) That no temporary use of exit ways by performers, animals, ticket booths or for any other purpose shall be permitted to obstruct the minimum required exits. If operating requirements call for the temporary use during performances of exit spaces there shall be provided sufficient additional exit facilities so that the minimum required exit width will be freely available at all times.

(q) That a minimum exit widths has been provided of approximately twenty-two (22) inches of exit width for each one hundred (100) persons capacity of tent.

(r) That adequate aisle space shall be maintained at all times to reach exits and no obstruction of any type shall be permitted in these aisles at any time.

(s) That all exits for public use have been designated by a sign visible from any portion of tent.

PBLX

GENERAL ORDINANCE NO. 2293 Continued

(t) That adequate provisions have been made for first aid treatment in case of injury.

Section 4. The Chief of the Fire Department, Chief of the Police Department or a duly authorized repr sentative of either the Fire or Police Department, shall have the power , in the event any of the foregoing provisions, or the rules and regulations made thereunder, are violated to stop the sale of tickets, and to stop the performance of any such circus, show or assemblage, immediately and debar it from continuing. Any license issued for any such circus, show or assemblage may be revoked by authorized representative of the Police or Fire Department at any time for cause and thereupon such circus, show or assemblage must cease operation immediately and if ordered to do so to clear all tents and shall not be permitted to resume unless and until the license is reinstated. Reinstatement must be made by the authority revoking the same.

Section 5. The exhibitor shall make advance arrangements for prompt calling of fire departments and other emergency equipment that might be needed. Failure to make such arrangements shall be a cause for revoking the license.

Section 6. Any person, firn or corporation, who shall violate any of the provisions of this ordinance shall be fined in any sum not to exceed three hundred dollars ($300.00) to which may be added imprisonment not to exceed six (6) months.

Section 7. This ordinance shall be construed to be supplemental to Sections 1 to 7 inclusive of Chapter 30. Municipal Code of the City of Fort Wayne, Indiana, 1946.

Section 8. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote : Ayes.///..Nine ....Nyas...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of October 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2293.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 28th day of October 1948.

Norbert G Welch
City Clerk

Approved this 4th day of November 1948

Henry E Branning Jr.
Mayor

SPECIAL ORDINANCE NO. 2294

AN ORDINANCE RATIFYING AND APPROVING A FRANCHISE, GRANT AND CONTRACT TO THE WABSH RAILROAD COMPANY, GRANTING THE USE OVER WEBSTER STREET IMMEDIATELY NORTH OF THE NORTH LINE OF MELITA STREET IN SAID CITY FOR THE LAYING OF A SINGLE RAILROAD SWITCH TRACK.

BE IT ORDAINED by the Common Council of the City of Fort Wayne:

THAT, WHEREAS, the Board of Public Works of said City desiring to enter into a franchise, grant and contract granting the Wabash Railroad Company the use over the public highway and street known as Webster Street, immediatley north of the north line of Melita Street in said City and after determining the exact form in which such franchise, grant and contract was to be finally considered, fixed a day for a public hearing thereon and caused the full text of said franchise, grant and contract to be published, with the time and place of hearing thereon as required by law; and

WHEREAS, at the time and place of said hearing no objections were filed thereto, the said Board thereupon duly executed and entered into the aforesaid franchise, grant and contract which is in the words and figures as follows, to wit:

THIS ARGREEMENT, Made this 1st Day of October 1948, by and between the City of Fort Wayne by and through its Board of Public Works, hereinafter designated First Party, and Wabash Railroad Company, a corporation duly organized under the laws of the State of Ohio, hereinafter designated Second Party, WITNESSETH, That

WHEREAS, Second Party is desirous of obtaining the permission of said First Party to Construct a switch track across Webster Street immediately north of the north line of Melita Street in the City of Fort Wayne for the purpose of serving a proposed warehouse to be erected by the Westinghouse Electric Supply Company upon Lots numbered Twenty (20) to Twenty-Seven (27), both inclusive, in Wilt's Second Addition to the City of Fort Wayne, Allen County, Indiana, according to the recorded plat thereof,

NOW, THEREFORE, inconsideration of the covenants and agreements to be performed and complied with by said Second Party as herein provided, consent, permission and authority are hereby granted and given by First Party to said Second Party to construct and maintain a single seitch track across Webster Street in said Addition to said city in accordance with a plat hereto attached and made a part hereof, on which plat the xxx line and route of said track is marked and designated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so as to conform with the established grade of said Webster Street as such grade shall from time to time exist and in such a manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along, upon and across said track at any point thereon. That said track and the rails thereof, shall conform with the grade of the street now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Second Party at its own expense for the purpose of re-grading, paying, repaving or repairing such street and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary in the opinion of said Board of Public Works to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street as above provided, said Board shall notify said Second Party that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of the street, and said Second Party shall take up said track for such purpose within such time and for such length of time as said Board may in said notice require, in case such notice is as to repairs or improvement as above stated, and shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, and upon the failure of Second Party so to do said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said Second Party, and in case said Second Party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefore, the said City shall have a right of action to recover such cost or expense against said Second Party, together with a reasonable attorney fee for the collection thereof.

PBJX

SPECIAL ORDINANCE NO.2294.

2. If said street is hereafter paved or repaved said Second Party shall pay for so much thereof as lies between rails of said track and for a space of two feet on both sides thereof, and in case such pavement is constructed or reconstructed said tracks shall be removed and relaid to conform with the grade of such street as paved and a foundation laid, at the expense of Second Party, under the ties of such track of six inches of concrete. Said Second Party shall repair said parts of said street in the manner and at such times as the Board of Public Works may desire and shall at all times keep said portion of said street in a good condition of repairs.

3. That said Second Pary shall not at any time leave any cars standing upon said track within the limits of the streets.

4. That said Second Party shall so maintain said track in such manner as to not in any way interfere with the drainage of the surface water on Webster Street and shall if it reconstructs said track over and across said strre, do the same under the direction of said Board of Public Works and in the manner required by said Board.

5. Second Party further agrees and binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may accrue to any person or persons or property on account of any injury to their person or persons or property on account of any injury to their persons or property growing out of the construction or re-construction, maintenance or operation of said track, or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof said Second Party upon notice to it by said City shall defend said action at its own expense and in the event that judgment is rendered in said action against said City Second Party shall pay such judgment with all costs and hold the City harmless therefrom.

6. It is further agreed that if Second Party fails to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and Second Party shall forfeit all rights hereunder and shall cause the removal at its expense of all track that may be laid thereunder and place said street in as good and safe condition for travel, and of the same material as the remainder thereof.

7. It is further understood and agreed that this contract and the provisions thereof shall insure to the benefit of and be binding on the successors and assigns of the Second Party.

WITNESS Our hands and Seals.

CITY OF FORT WAYNE

By Walter C Vetter
Frank A Derck
Chauncey L Griffith
Board of Public Works

Attest:
Joseph W Schwartz
Secretary

WABASH RAILROAD COMPANY
By G.H.Sido
Vice President and General Manager
G.H.Sido

That said franchise, grant and contract be, and hereby is confirmed and approved.

This ordinance shall be in full force and effect upon and after its passage and approval by the Mayor.

Elmer E.Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine.....Nays... None.

WE Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 23rd day of November, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2294.

Edwin C Lindenberg
President

T Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 26th day of November 1948

Norbert G.Welch
City Clerk

Approved this 30th day of November 1948

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2295

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana to execute a quit-claim deed to certain real estate.

WHEREAS, on April 11, 1938, the City Controller purchased at tax sale the following escribed real estate, to-wit: Lot No. Four Hundred Fifty-four (454) in Drexel Park 2nd Addition; Lots No. Twenty-three (23) and Twenty-four (24) in Fairview Place;
Lots No. Fifteen (15) and Twenty (20) in Frickes Amended Addition;
Lot No. Four (4) in C.H.Hanna's Addition; and
Lot No. Thirty-seven (37) in Whites 2nd Addition; all being additions in and to the City of Fort Wayne, Allen County, Indiana, for delinquent municipal assessments on said parcels of land; and

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payments of Barrett Law Bonds from being barred by the statute of limitations; and

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana", and was recorded on April 6th, 1942; and

WHEREAS, Bernard J.Frankenstein of Allen County, Indiana, has purchased said Lot No. Twenty (20) in Frickes Amended Addition at a tax sale conducted by Fred C.Wissman, Auditior of Allen County, Indiana, and a deed was issued to him by the Board of Commissioners of the County of Allen, State of Indiana, and that said deed was recorded arch 2, 1948, and has purchased said Lot No. Thirty-seven (37) in Whites 2nd Addition at a tax sale conducted by Fred C."issman,Auditor of Allen County, Indiana, and a deed was issued to him by the Board of Commissioners of the County of Allen, state of Indiana, and that said deed was recorded May 13th, 1948, and has purchased the remainder of said above described lots at a tax sale conducted by Fred C.Wissman, Auditor of Allen County, Indiana, and a deed was issued to him by the Board of Commissioners of Allen County, Indiana State of Indiana, and that said deed was recorded July 26, 1948; and

WHEREAS, the title Bernard J.Frankenstein, has in the real estate is superior and is ahead of the tax title the city has in the above described real estate, and the city is without any right,title or interest in said real estate; and

WHEREAS, it is necessary to execute a q uit-claim deed to clear the title to said real estate:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE; Indiana:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby a uthorized to execute a quit-claim deed to Bernard J Frankenstein, Allen County, Indiana, for the following described real estate, to-wit:

Lot No. Four Hundred Fifty-four (454) in Drexel Park 2n Addition;
Lots No. Twenty-three(23) and Twenty-four (24) in Fairview Place;
Lots No. Fifteen (15) and Twenty (20) in Frickes Amended Addition;
Lot No. Four (4) in C.H.Hanna's Addition and
Lot No. Thirty-seven (37) in Whites 2nd Addition;
all being additions in and to the city of Fort Wayne, Allen County, Indiana.

SECTION "2. That this ordinance shall be in full force and effect from and after its passage and approval of the Mayor.

A rthur A.Herber

The ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Nine ...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indianna at a regular meeting held on the 23rd day of November 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2295.

Edwin C. Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 26th day of November 1948

Norbert G.Welch
City Clerk

Approved this 30th day of November 1948.

Henry E.Branning Jr
Mayor

7PBJX

GENERAL ORDINANCE NO.2296

AN ORDINANCE to amend Section 17a of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, said Section 17a having been established by General Ordinance No. 2247, adopted September 23, 1947, by striking the words "Glasgow Avenue from Washington Boulevard to Maumee Ave nue" from said Section 17a.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE? INDIANA:

Section 1. That Section 17a of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, said Section 17a having been established by General Ordinance No. 2247, adopted September 23, 1947, be and the same is hereby amended to read as follows, to-wit:

"Section 17a. Trucks prohibited on certain streets.

It shall be unlawful for any driver or owner of any truck or commercial vehicle to drive said truck or commercial vehicle, except for delivery purposes, over and across the streets and throughfares of the City of Fort Wayne, Indiana, hereinafter desgh,ted, to-wit:

Portage Avenue from Taylor Street to Freeman Street

Pakdale Drive from Broadway to Hoagland Avenue

West Packard Avenue from Fairfield Avenue to Broadway

Arcadia Court from Fairfield Avenue to Hoagland Avenue

Sinclair Street From Oakland Street to St. Mary's Avenue

Dayton Avenue from Fairfield Avenue to Beaver Avenue

Nuttman Avenue from Fairfield Avenue to Broadway

Kinsmoor Avenue from Hoagland Avenue to Broadway

Wildwood Avenue from Hoagland Avenue to Broadway

Kinnaird Avenue from Hoagland Avenue to Broadway

In the event the driver or owner of any truck or commercial vehicle drives said truck or commercial vehicle over and across said aforesaid designated streets or thoroughfares for delivery purposes said driver or owner of said truck or commercial vehicle shall enter upon and leave said streets or thoroughfares at the street intersection nearest to the point where said driver or owner of said truck or commercial vehicle made said delivery."

Section 2. Any person violating any of the provisions of this Ordinance shall, upon conviction, be fined in any sum not to esceed Three Hundred($300.00) Dollars.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the followingvote. Ayes.....Nine.. .Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of December 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2296.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 21 of December 1948.

Norbert G Welch
City Clerk

Approved this 22 of December 1948.

Henry E Branning Jr
Mayor

GENERAL ORDINANCE NO.2297

AN ORDINANCE PROHIBITING the parking of automobiles on the West side of Barthhold Street from Huffman Street to Spring Street, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. The parking of motor vehicles on the West side of Barthhold Street from Hufman Street in the City of Fort Wayne is hereby prohibited.

Section 2. The Traffic Department of the City of Fort Wayne is hereby ordered and directed to install the necessary signs to carry out the provisions of this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H.Boyer

The Ordinance was read/he third time in full and on motion was now passed by the following vote: Ayes ....Nine .... Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of December 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 2297.

Edwin C Lindenberg
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 3rd day of January 1949.

Norbert G. Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO. 2298

AN ORDINANCE to approve a certain contract entered into by and between the Board of Public Works operating the City Light and Power Utilities and the Townsend Tree Service Company for the trimming of trees for said Utility which contract is dated the 14th day of December 1948.

WHEREAS at numerous places throughout the City of Fort Wayne the wires of the City Light and Power Utilities are in contact with or close proximity to limbs of trees and thereby constitute a public hazard; and whereas the City of Fort Wayne by and through its Board of Public Works has entered into a certain written contract with the Townsend Tree Service Company, a partnership for the trimming of trees and the removal of bushes and vegetation, in order to clear said lines and wires from overhanging or obstructing trees, limbs, and branches nd other growth; and whereas before making said contract, the said Board invited bids for said work and has in all other respects complied with the law regarding the same, which contract is in the words and figures that follow, to-wit:

THIS AGREEMENT made and entered into this 14 day of December by and between The City Light & Power Company of Fort Wayne, Indiana (hereinafter called the "Company"), and Vaughn L, Vernon E. and Donald F. Townsend of Muncie, Indiana, doing business under the Firm name of, The Townsend Tree Service Company (hereinafter called the "Contractor").

WITNESSETH, That:

For and in consideration of the premises and the separate and several and mutual agreements of the parties hereto, the Contractor hereby agrees to trim, cut or remove such trees bushes, saplings and other growth and vegetation as may be designated by the Company in order to clear the Company's electric transmission and/or distribution lines from interference or possibl e interference from overhanging or obstructing trees, limbs, brnaches, and other growth at the price and upon the terms and conditions as follows, to-wit:

1. The Contractor, at its own expense, shall furnish all labor, tools, machinery, materials, supplies and equipment of every kind, and shall do and perform each and every act and thing, necessary or proper for carrying out and performing the above-mentioned work (hereinafter co lectively referred to as "Work").

2. In performing the Work, the Contractor shall:
(a) Provide maximum clearance for wires, depending upon permit obtained.

(b) Do such additional trimming as will give the tree or other above-mentioned growth, satisfactory shape and appearance where necessary trimming only would spoil

the shape of such tree or other growth.

(c) Paint all cuts on trees with a suitable protective material.

(d) Trim all trees on highways and other public places in accordance with the requirements of the Public authorities having jurisdiction.

(e) Remove all overhanging hazards in so far as conditions will permit.

(f) Obtain from the Company information as to the nature of the electric circuits involved before the Work is Commenced. It being expressly understood by the Contractor the the electric circuits of the Company are to continue in normal operation during the performance of any job cinstituting apart of the Work, and that the Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interference with the normal operation of such electric circuits.

3. The Contractor shall perform and carry out the Work in accordance with the directions and instructions of the Superintendent of Construction and Maintenance and The Superintendent of Public Parks or thier properly diesgnated represnentative, and in the absence o f specific directions for any particular type of Work in the manner best suited to the conditions surrounding the performance of the Work.

4. The Contractor, shall procure, prior to doing any job constituting a part of the Work, all necessary permits, consents, authoriaations, releases and waiver of damages from all property owners involved, and from all state, municipal and other govermental authorities having jursdiction, including the State highway Commission of Indiana. The Contractor shall immediately notify the Compnay if the Contractor is unable to procure any of the necessary aforesaid permits, consents, authorizations, releases and waiver of damages or is required to pay a charge therefor. The Contractor shall permit the Company in every such case to assist the Contractor in procuring the required consents and authorizations. The Contractor shall not obligate the Company to make any payments to property owners, state, municipal and other governmental agencies for or in connection with the cutting or trimming of trees or the obtaining of such consents and authorizations; provided, however, that the Company shall reimburse the Contractor for all charges paid by it in obtaining all such permits, consents, authorizations, releases and waiver of damages approved for payment by the Company.

5. The Contractor hereny warrants and guarantees that all the Work will be done and performed in a proper and workmanlike manner and according to approved methods employed at the time in the doing of like work by skilled tree surgeons. The Contractor shall use at all times proper ski l and care in the prosecution of the Work, shall take al due and proper precautions to p event injury to any person or property, shall properly guard and protect at all times all dangerous places and shall provide and maintain all necessary and suitable barricades, danger signals and all other structures necessary or proper to guard nd protect all persons and property from injury by reason of, or in connection, with the Work.

6. The Contractpr shall, upon completion of a job at each location constituting a part of the Work, promptly remove all of its apparatus and equipment and promptly clear the site of and dispose of all cuttings, bushes, debris and other refuse in accordance with all applicable laws, ordinances and regulations and to the satifaction of the property owners involved and the Company.

7. The Contractor assumes all risk of injury that it or its agents, servants, or employees may sustain from the poles, towers, lines, wires and electricity and from all other eq ipment, apparatus, structures and property of the Company and covenants to indemnify and hold harmless the Company against any and a l liability for damage in the premises.

8. The Contractor shall defend any and all suits brought against the Company by any employee of the Contractor or other persons (whether employed by the Contractor or not) for damages alleged or claimed to have been caused by or through the work done by the Contractor or by any sub-contactor or under this agreement, and to indemnify and save harmless the Company from and against any and all claim or claims arisinn out of the Work done by the Contractor, or by any sub-contractor hereunder; also to pay, liquidate and discharge any and all claims or demands for injury, loss or damage to any any all persons or property caused by, growing out or, or incidental to the Work done by the Contractor under this agreement, inclusing all costs of suit and reasonable attorney fees: and in the event of any accident or claim, the Contractor shall give immediate notice to the Company.

9. The Contractor at its own cost and expense, shall procure and keep in force during the entire term of this agreement a polciy or policies of insurance, and in form and in such amounts acceptable to the Company and issued by some responsible and reliable insurance company, adequately covering Contractor and the Company with Public Liability and Property Damage Insurance (Including such type of insurance on all automotive equipment of Contractor) and Contractor's Protective Liability Insurance (including such type of insurance on automotive eqipment) in connection with all the Work to be performed hereunder. Upon the request of the Company the Contractor shall deliver said insurance policy or policies, or proper certificates or certificate as to such insurance to the Company.

10. The Contractor shall guarantee and pay to each and every one of the employees of Contractor, and to the dependents of such employees, engaged or employed upon or in and about any job constituting a part of said work, the wages, compensation, relief, insurance, pension or benefits provided for in and by and every valid and applicable state or federal

GENERAL ORDINANCE NO. 2298 Continued

Workmen's Compen.sation Law, Occupational Disease Act, Employers' Liability Act, unemployment Insurance Law, or Social Security Act applicable to said Work or to Contractors and in force in the State of Indiana at any time during the entire term of this agreement, and shall insure and keep insured Contractors' liability to pay such compensation, relief, insurance, pension or benefits under every said law in some company or association authorized to insure liability to pay compensation relief, insurance, pensions or benefits under said law and acceptable to or approved by the respective administrative board or body charged with the enforcement of said law; and, upon request therefor, shall deliver a proper certificate or certificates as to such insurance to the Company.

11. The Contractor shall obtain and keep in force during the whole of the effective period of this agreement a certificate from the Industrial Board of the State of Indiana showing that Contractors have complied with Section 5, 68 and 69, of "The Indiana Workmen's Compensation Act of 1929," as amended to date, and, if required, with paragraphs (a), ( ), and (c) of Section 27 of the "Indiana Workmen's Occuptional Disease Act," and shall forthwith deliver to the Company a copy of said certificate; shall pay all compensations, physicians' fees, hospital fees, nurses, charges and burial expense due to any person on account of the treatment, hospitalization, care of burial of any employee of Contractor who may suffer injury, occupational illness or death in the course of the performance of any part of said Work as Contractor may be required to do by any workman's compensation law or employers' liability law applicable; and shall endemnify and save harmless the Company from any and all liability to pay any such compensation, Physician's fee, nurse's charge and burial expense.

12. The Contractor shall present to a duly designated represenative of the Company at the beginning of each week next subsequent a report in a form satisfactory to the Company of each day's Work by the Contractor hereunder in the preceding week.

13.The Company shall pay to the Contractor for the Work at the rate of $1.68 per man hour, this to include Truck.

The aforementioned payment and compension shall cover and be in full payment of all costs and expense incurred by the Contractor in connection with the Work, including insurance, all forms of taxes, and all labor, materials, tools and equioment. The Company shall pay for all work performed in any period of time agreed upon by the Company and Contractor if the invoices are to be rendered semi-monthly or monthly, and are to be paid within ten days of date of invoice.

(a) Prompt completion in a satosfactory and workmanlike manner of any job performed hereunder, and

(b) Full protection to the Company against (1) any and all claims that are or could be made on account of public or employees' liability in connection with any job and (2) any all penalties that are incurred by or imposed upon the Company or the Contractor, or both, by reason of the violation by the Contractor, or by any of its employees, or any law of the State of Indiana, or any valid ordinance of any municipality and (3) any damages that are alleged to have been occasioned to any person or property by trespass, negligence or other wrongful act and which arise out of or in connection with, or on account of the doing of any job constituting a part of the Work.

14. This agreement shall become effective upon the execution hereof and shall continue in full force and effect untill terminated by either party hereto giving to the party at least thirty (30) days advance written notice of an intention to terminate this agreement at one date specified in such notice.

15. The Contractor shall ahve no authority to act for or bind the Company and shall act for itself alone, it being the intention that the Contractor shall be and remain an independent Contractor, and that nothing herein contained shall be construed as incinistent with that status.

16. The Contractor shall not assign this agreement or any part thereof, or sub-let any of the Work to be performed hereunder by the Contractor without first having obtained the written consent of the Company thereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their respective seals and the day and date first above written.

CITY LIGHT AND POWER
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By: Walter C Vetter
Frank A Derck
Chauncey L Griffith
Donald F Townsend
Vernon E. Townsend
Co-Partners doing business under the firm name of The Townsend Tree Service Company

ATTEST:
Joseph M Schwartz
Secretary

Therefore, be it ordained as follows:

Section 1. That said contract be and the same is hereby apporved and confirmed.

Section 3. That this Ordinance be in full force and effect upon its passage and approval by the Mayor.

Chas .H. Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine.....Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the the 28th day of December 1948., by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2298

President

Norber G Blech
City Clerk

Presented to the Mayor for approval on the 3rd day of January 1949.

Norbert G.Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2299

AN ORD NANCE ratifying and approving a contract between the Ft.Wayne City Plan Commission and Abrams Aerial Survey Corporation for engineering services and photography.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That a certain contract made and entered into on the 6th day of December, 1948, by and between Ft.Wayne City Plan Commission, of Ft.Wayne, as party of the first part, and Abrams Aerial Survey Corporation, as party of the second part, for engineering services and aerial photography for the city ofFort Wayne, Indiana, at the contract price of Elevean Thousand Seven Hundred Sixty Nine and 21/100 Dollars ($11,769.21) be and the same is hereby ratified, confirmed and approved and shall be in full force and effect from and after the date this ordinance becomes effective.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A.Herber

CONTRACT FOR ENGINEERING SERVICES AND AERIAL PHOTOGRAPHY
FOR THE CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, made and entered into this 6th day of December, 1948, by and between the FORT WAYNE CITY PLAN COMMISSION, of Fort Wayne, Allen County, and hereinafter called the "Plan Commission" and ABRAMS AERIAL SURVEY CORPORATION, acorporation duly organized and existing under the laws of the State of Michigan, whose address is 606 E.Shiawassee Street, Lansing 1, Michigan, hereinafter called"Contractor,"

WITNESSETH, That the Plan Commission and Contractor for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall abd agrees to perfrom everything required to be performed by it and shall provide and furnish at its cost and expense all the labor, tools, materials, expendable equipment, transportation services, airplanes and crew, bonds and insurance required to perform and complete all engineering services and materials required for an aerial survey by means of photography for the Plan Commission all in strict accordance with specifications, including any and all addenda, which specifications are attahced hereto and identified by endorsement thereon by the parties hereto and made a part of this contract. The contractor shall furnish and deliver to the Plan Commission from data obtained from its engineering services the following materials:

Item 1 Two (2) copies of photographic index showing location of every print in the entire project.

Item 2 Two (2) complete sets of contact prints giving full stereoscopic coverage up to and including the boundaries as defined in the specification.
One of these sets will be used by the City Engineering Department to locate certain horizontal measured control and returned to office of contractor as engineering data to control the mosaic.

Item 3 One (1) semi- controlled assembled mosaic of the entire 80 square mile area to be mounted on ramed masonite and delivered insections so made that it can be reassembled. The size to be approximately twelve (12) feet square and at a scale of 1 inch equales 400 feet.

Item 4 One (1) set of contact prints from 36 inch x 36 inch negatives at a scale of 1 inch equals 200 feet. These prints are copies of Item 3 and will be cloth backed, hinged and delivered in suitable binder with a photographic index showing quad sheet numbers and area covered by each.

ARTICLE II THE CONTRACT PRICE

The Plan Commission shall and agrees to pay to the Contractor for the performance of the afore mentioned engineering services and the materials to be delivered as set out in Items 1 to 4 inclusive above, the sum of $11,769.21 in the following manner: one-half (½) of said amount shall be paid to contractor upon delivery to Plan Commission of all am materials meeting specifications set forth in Item 1 and 2 above; the balance of said amount shall be paid to Contractor upon elivery to Plan Commission of all materials meeti ng specifications ser forth in Item 3 to 4 above.

SPECIAL ORDINANCE NO. 2299 Continued

ARTICLE III PERFORMANCE BOND

The Contractor shall furnish Plan Commission a performance bond on a form and with sureties approved by Plan Commission in the penal sum of not less than the contract price herein stipulated. Said bond fully executed and approved is attached hereto and made a part of this contract.

ARTICLE IV INSURANCE

The contractor shall not commence work under this contract until he has obtained all insurance required herein and approved by the Plan Commission; the minimum requirement of insurance shall be:

1. Complete workmens compensation insurance for all employees of the Contractor, including coverage of any employees of any sub-contractors, if any be engaged by the Contractor under thiscontract.

2. Public liability and property damage insurance insuring the Contractor or any Sub-contractor performing work covered by this contract for all claims for damages for personal injury, including accidental death, as well as from claims for property damages in an amount not less than $25,000.00 for injury, including accidental death, for one person and in an amount not less than $150,000.00 on account of one accident, and property damage in an account not less than $250,000.00.

The Contractor shall furnish the Plan Commission with satisfactory proof of carriage of insurance required.

ARTICLE V PROTECTION FROM SUITS FOR DAMAGES, PATENTS AND ROYALTIES

The Contractor covenants and agrees to pay liability for all damages for injury to real or personal property or for injury ordeath sistained by any person growing out of any act or deed of the Contractor or its employees or of any Sub-contractor, if therebe any, or such Sub-contractor's employees. The Contractor hereby agrees to indemnify and save harmless the Plan Commission and the City of Fort Wayne, Indiana, against all suits and actions of any nature or description brought against the Plan Commission or the City of Fort Wayne for or on account of any such injury to real or personal property, or injury received or death sustained by any person or persons, caused by said Contractor, its servants, agents or employees, Sub-contractos or its employees, in the execution of the work required under this contract; or by or on account of any omission or act of the Contract or, its agents or employees; and the said Contractor further agrees that so much of the money due it under and by virtue of this contract as shall be considered necessary by the Plan Commission mat be retained by the Plan Commission to protect itself against any loss until such suit or claim for damages shall have been settled and evidence to that effect shall ahve been furnished to the satisfaction of the Plan Cimmission.

The Contractor shall pay all royalties or licens fees.
It shall defend all suits or claims for infringement on any patent rights and shall save the Plan Commission and the City of Fort Wayne harmless from loss on account thereof.

ARTICLE VI PERMITS AND LAWS

The contractor shall take care of and pay for all permits or licenses required by the different Federal, State or County agencies; observe all laws, ordinances, rules and regulations of all Federal, State and City governments regarding all operations and procedures in connection with the work.

ARTICLE VII APPROVAL OF CONTRACT

This contract, although executed by the Plan Commission, shall not be binding or obligatory upon the Plan Commission unless and until it shall have been first approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same withij 990 days after the date hereof, this contract shall become null and void.

To each of the conditions and stipulations of this contract the undersigned each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

FORT WAYNE CITY PLAN COMMISSION

BY W.C. DICKMEYER
President

ATTEST:
Joseph M.Schwartz
Secretary

ARRAMS AERIAL SURVEY CORPORATION

BY W.S. KARR
Vice- President

SPECIFICATIONS ATTACHED TO AND BECOMING A PART OF A CONTRACT FOR ENGINEERING SERVICES AND AERIAL PHOTOGRAPHY BETWEEN FORT WAYNE CITY PLAN COMMISSON AND ABRAMS AERIAL SURVEY CORPORATION

1. AREA

The aerial survey shall cover an eighty (80) square mile area of the entire city of Fort Wayne, Indiana, including a two (2) mile extension in all directions of the City Limit Boundaries as shown by dotted line on map designated "Territorial Juriddication, City Plan Commission, Fort Wayne, Indiana, March, 1948" and filed with Recorder of Allen County, Indiana, on May 6, 1948.

2. COMMENCEMENT WORK

One airplane camera crew will be assigned and ready to commence work on the aerial photography on or about Marct 1st, 1949, or such later date as mat be agreed upon by the parties hereto, and the photographic work shall be processed as expeditiously as possible, flying weather permitting. The Contractor shall notify the Plan Commission by telephone or telegram upon commencement of work and shall keep said flying equipment and personnel continously on the project until all the flying stipulated by the agreement is completed.

3. CAMERA

Vertical photographs will be made with a standard single lens aerial mapping camera of approved design and having a 12 inch focal length lens for the 1:4800 scale photography, and the negatives obtained shall have an image area of not less than 80 square inches.

4. FLIGHT LINES

Flight lines shall be drawn in a north and south direction on a map suitable to be used as a flight map and shall be spaced at one half mile intervals from east to west.

5. OVERLAP

Stereoscopic coverage for the entire area will be provided.
Overlap on line of flight shall not be less than 55% or mor than 65%.
The overlap between paralled strips shall not be less than 15% and not more than 25%.

6. CRABBING

Crabbing will not be in excess of 10 degrees as measured from the mean flight line.

7. TILT

Tilt will not exceed 5° in any one picture and will not average more than 2° for the entire job.

8. NEGATIVES

All negatives shall be made on special low shrink, topographic base, aero film. All negatives shall be uniform in density and even throughout the image area. All negatives shall be exposed during the period of teo hours on each side of the sum's zenith.

The negatives will be left in rolls and filed in metal containers in Contractor's foreproof film vaults.

Rolls of film used in the performancex of the work shall be numbered in unbroken series beginning with Number 1 and exposures on each roll shall be numbered in an unbroken series beginning on each roll with Number 1. Each vertical negative shall be marked clearly with the serial number of the roll and the serial number of the exposure on the roll. The serial numbers shall be placed in the northeast corner of each negative for the north and south flights and in the northwest corner of each negative for the east and west flights. The abbreviation of the date shall in each case be placed in the adjacent corner in a counterclockwise direction.

The characters used in marking negatives shall be approximately three sixteenths inch high and may be mechanically stamped with opaque ink in such manner as to print clearly in positive form on the image area of the photograph in the positions herein specified.

The top of the characters shall not be less than 1/8" nor more than 3/8" from the image edge of the negative.

9. SCALE OF CONTACTS

Negatives shall be made at sufficient elevation above the ground to yield contact prints with a scale of approximately 1 inch equals 400 feet.

10. PHOTOGRAPHIC QUALITY

An adequate variety of grades of contrast shall be used in making prints in order to bring out all detail of the negatives.

Prints shall be clear and sharp in detail and shall be uniform in color, density, x and contrast. All prints shall be clean and free from cheimcals, stains, blemishes, uneven spots, air bells, light fog or streaks, snow, clouds or cloud shadows, any foliage

which obliterates the ground detail, dense smoke in any area which covers ground detail, static marks and other blemishes which in the opinion of the Plan Commission would interfere with the use for which the prints are intended, and shall be delivered in a smooth and flat condition, Prints which do not meet the above requirements or are not equal in quality to the representative samples submitted may be considered unsatisfactory and may be rejected.

11. STAPLED PHOTOGRAPHIC INDEX TYPE MAPS

The stapled index shall consist of photographic reproductions of an assembly of all contact delivered. Each print shall be trimmed to the image edge and so placed that the index number shall appear on the index map. The prints used in preparing the index map will not be delivered as one of the sets on contact prints called for under the contract. The index will be copies of 20" x 24" negatives at a scale large enough so that each print number is legible and contact prints from these negatives will be delivered on double weight semi-matte paper.

12. CONTACT PRINTS

Contact prints shall be on matte or semi-matte photographic paper, printed on 9" x 9" paper.

13. MOSAIC

A semi- controlled mosaic will be assembled to a scale of 400 feet per inch and is to be xontroller by measured field data obtained by the Engineering Department of the City of Fort "ayne, Indiana. Location where control is to be measured on the ground will be identified by the Contractor on the back of one set of the contact prints labeled "control prints."

Mosaic to be mounted on tempered masonite suitably framed to form a rigid surface. Mosaic to be provided with suitable border and title. Single weight glossy photographic paper will be used for the mosaic.assembly.

14. QUAD SHEET REPRODUCTIONS OF THE ORIGINAL SEMI CONTROLLED MOSAIC

The mosaic will be copied at a scale of 200 feet per inch using approximately one hundred and forty four (144) 36 inch by 36 inch negatives as required to photograph the entire mosaic. Contac t prints will be made from each negative on double weight matte finish paper and will be cloth backed, hinged, and delivered in suitable embossed binder with a phopographic index showing quad sheet numbers and area covered by each.

15. FILING OF CRIGINAL NEGATIVES

The metal container, spool and each roll of film shall become the property of the Plan Commission, but shall be retained in the especially constructed vaults of the Contractor. The Contractor will furnish at reasonable cost additional contact prints, enlargements, photographic index maps, and mosaic quad sheets st the desired scale to any department of the City of Fort Wayne authorized to purchase same.

No reproductions of any of the materials of this survey will be released to a third par ty without the expressed permission of the Plan Commission.

The arrangement for storage of the negatives may be ternimated at the option of the Plan Commission. In such case the negatives will be shipped as directed by the Plan Commission.

16. RATE OF DELIVERY

One complete set of contact prints will be delivered to the City Engineer for control purposes within 20 days after acceptance of flying and making the photographic index for of the entire area. Photoindices, semi-controlled mosaic and qua sheets to be delivered as soon after completion of flying as is possible and delivery will be dependent on the time required by the City Engineer to furnish the Contractor with measured control. This control nust be inspected by the Contractor before acceptance for use on the contract.

17. INSPECTION AND ACCEPTANCE

All materials delivered under contract shall be inspected by a representative of the Plan Comm ission who will notify the Contractor the result of his inspection and final acceptance.

FORT WAYNE CITY PLAN COMMISSION
By: W.C.Dickmeyer
President

ATTEST:
Joseph M Schwartz
Secretary

ABRAMS AERIAL SURVEY CORPORATION
By: W.S. Karr
Vice-President

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of December 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE No. 2299

Edwin C Lindenberg
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 3rd day of January 1949.

Norbert G.Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor

PBJX

GENERAL ORDINANCE NO.2300

AN ORDINANCEfixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employes of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January, 1949.

FINANCE

Secretary to the Mayor at the rate of One Thousand Six Hundred Sixty Dollars($1,660.00) per year.

Assistant Deputy Controller at the rate of Two Thousand Five Hundred Eighty Dollars (($2,580.00) per year.

Cashier Barrett Law at the rate of Two Thousand Four Hundred Dollars ($2400.00) per year.

Clerk Barrett Law at the rate of Two thousand Three H undred Forty Dollars ($ 2,340.00) per year.

Clerk Barrett Law at the rate of Two Thousand Two Hundred Eighty Dollars ($2,280.00) per year.

Deputy City Clerk at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Bookkeeper to City Clerk at the rate of Two Thousand One Hundred Fifty Dollars ($2,150.00) per year.

Traffic Violation Clerk at the rate of Two Thousand One Hundred Fifty Dollars ($2,150.00) per year.

Bailiff to City Court at the rate of One Thousand Eight Hundred Sixty Dollars ($1,860.00) per year.

Secretary to City Attorney at the rate of One Thousand One Hundred Forty Dollars ($1,140.00) per year.

Counsellor to Veterans Aid Commission at the rate of One Thousand Two Hundred Dollars ($1,200.00) per year.

Counsellor to Vererans Aid Commission at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.

Office Manager-Secretary to Veterans Aid Commission at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Stenographer Veterans Aid Commission at the rate of Three Hundred Dollars ($300.00) per year.

Stenographer Veterans Aid Commission at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Room Registrar Veterans Aid Commission at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

PUBLIC WORKS

Clerk, Board of Public Works, at the rate of One Thousand Six Hundred Twenty Dollars ($1,620.00) per year.

Stenographers, Board of Public Works, at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Minute Clerk, Board of Public Works, at the rate of One Thousand Nine Hundred Twenty Dollars ($1,920.00) per year.

Bookkeeper, Board of Public Works, at the rate of Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year.

Building Commissioner at the rate of Four Thousand Twenty Dollars ($4,020.00) per year.

Assistant Building Commissioner at the rate of Three Thousand Dollars($3,000.00)per year

Electrical Inspector at the rate of Three Thousand Six Hundred Sixty Dollars ($3,660.00) per year.

Assistant Electrical Inspector at the rate of Three Thousand Dollars ($3,000.00) per year.

Plumbing Inspector at the rate of Three Thousand Six Hundred Sixty Dollars ($3,660.00) per year.

Heating Inspector at the rate of Three Thousand Six Hundred Sixty Dollars ($3.660.00) per year.

Clerk Building Department at the rate of Two Thousand Two Hundred Twenty ($2,220.00) per year.

Electrical Examining Board at the rate of Fifty Dollars ($50.00) per year.

Plumbing Examing Board at the rate of Fifty Dollars($50.00) per year.

Junior Assistant City Engineer at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Draftsman, City Engineer's,Office, at the rate of Two Thousand Nine Hundred Forty Dollars ($2,940.00) per year.

Instrument Men at thr rate of Three Thousand Two Hundred Forty Dollars($3,240.00) per year.

Rodmen at the rate of Two Thousand Six Hundred Forty Dollars ($2,640.00) per year.

Clerk to the Engineer at the rate of Two Thousand Seven Hundred Sixty Dollars ($2,760.00) per year.

Street Commissioner at the rate of Four Thousand Eighty Dollars ($4,080.00) per year.

Assistant Street Commissioner at the rate of Three Thousand Two Hundred Forty Dollars (3,240.00) per year.

Superintendent of the Asphalt Plant at the rate of Four Thousand Two Hundred Dollars ($4,200.00) per year.

Assistant Superintendent of Asphalt Plant at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Day Janitor, City Hall, at the rate of One Thousand Nine Hundred Twenty Dollars ($1,920.00 per year.

Night Janitor, City Hall, at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

Smoke Inspector at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

GENERAL ORDINANCE NO.2300 (Continued)

Clerk to Smoke Inspector at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Humane Officer at the rate of Three Thousand One Hundred Twnety Dollars ($3,120.00) per year. Assistant Humane Officers at the rate of Two Thousand Seven Hundred Dollars($2,700.00) per year.

PUBLIC SAFETY

Executive Secretary, Board of Public Safety, at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820.00) per year.

Inspector, Weights and Measures, at the rate of Three Thpusand Three Hundred Dollars ($3,300.00) per year.

Weighmaster, City Scale, at the rate of Two Thousand One Hundred Dollars ($2,100.00) per year.

Marketmaster, City Market, at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.

Helper, Weights and Measures, at the rate of Seventy Dollars ($70.00) per year.

Chief of Police at the rate of Four Thousand Six Hundred Dollars ($4,600.00) per year.

Captain of Detectives at the rate of Three Thousand Seven Hundred Eighty Dollars($3,780.00) per year.

Captains of Police at the rate of Three Thousand Seven Hundred Twenty Dollars ($3,720.00) per year.

Lieutenants at the rate of Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Detective Sergeants at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Sergeant Investigators at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Sergeants at the rate of Three Thousand Sixty Dollars ($3.060.00) per year.

Lieutenant Mechanic at the rate of Three Thpusand Nine Hundred Dollars ($3,900.00) per year.

Sergeant Mechanic at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Patrolmen at the rate of Two Thousand Eight Hundred Eighty Dollars ($2,880.00)per year.

Secretary to the Chief of Police at the rate of Two Thousand Four Hundred Dollars ($2400.00) per year.

Clerk to the Captain of Traffic at the rate of Two Thousand Two Hundred Eighty Dollars ($2,280.00) per year.

Clerk to the Captain of Detectives at the rate of Two Thousand Hundred Eighty Dollars ($2,280.00) per year.

Inspector of Police at the rate of Four Thousand Eighty Dollars ($4,080.00) per year.

Master Sergeant at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

New Patrolman at the rate of Two Thousand Seven Hundred Ninety Dollars ($2,790.00) per year.

Clerk to the Records Bureau Two Thousand One Hundred Dollars ($2,100.00) per year.

Superintendent, Signal Department, at the rate of Four Thousand Six Hundred Dollars ($4,600.00) per year.

Assistant Superintendent, Signal Department, at the rate of Three Thousand Seven Hundred Eighty Dollars ($3,780.00) per year.

Electrician at the rate if Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Linemen at the rate of Three Thpusand Four Hundred Twenty Dollars ($3,420.00) per year.

Radio Engineer at the rate of Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Radio Engineer at the rate of Three Thousand Four Hundred Twenty Dollars($3,420.00) per year.

Radio Techinician at the rate of Three Thousand Two Hundred Forty Dollars ($3,240.00) per year.

Dispatchers, First Chass, at the rate of Three Thousand One Hundred Two Dollars ($3,102.00) per year.

Dispatchers at the rate of Two Thousand Nine Hundred Seventy Dollars ($2,970.00) per year.

Chief of the Fire Department at the rate of Four Thousand Six Hundred Dollars ($4,600.00) per year.

Assistant Chiefs at the rate of Three Thousand Seven Hundred Eighty Dollars ($3,780.00) per year.

District Chiefs at the rate of Three Thousand Four Hundred Twenty Dollars ($3,420.00) per year.

Fire Prevention Chief at the rate of Three Thousand Four Hundred Twen ty Dollars (($3,420.00) per year.

Master Mechanic at the rate of Three Thousand Nine Hundred Dollars ($3,900.00) per year.

Assistant Mechanic at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Captains at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00) per year.

Lieutenants at the rate of Three Thousand Sixty Dollars ($3,060.00) per year.

Secretary to the Fire Chief at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Firemen at the rate of Two Thousand Eight Hundred Dollars ($2,880.00) per year.

New Firemen at the rate of Two Thousand Seven Hundred Ninety Dollars ($2,790.00) per year.

Junior Traffic Engineer at the rate of Three Thousand One Hundred Twenty Dollars ($3,120.00) per year.

Secretary to Traffic Engineering Department at the rate of Two Thousand One Hundred Sixty Dollars ($2,160.00) per year.

Draftsman at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Painter, Street and Sign, at the ate of Two Thousand Seven HUndred Dollars ($2,700.00) per year.

Painters at the rate of Two Thpusand Five Hundred Eighty Dollars ($2,580.00) per year.

Laborers at the rate of Two Th ousand Two Hundred Dollars ($2.250.00) per year.

PUBLIC HEALTH

Member of Board of Health at the rate of One Hundred Eighty Dollars ($180.00) per year.
President, Board of Health, at the rate of Three Hundred Sixty Dollars ($360.00) per year.
Vice-President, Board of Health, at the rate of One Hundred Eighty Dollars ($180.00) per year.Second Vice-President, Board of Health, at the rate of One Hundred Eighty Dollars ($180.00) per year.
Secretary, Board of Health, at the rate of Four Thousand Seven Hundred Thirty Six Dollars ($4,736,40) per year.
Registrar, Board of Health, at the rate of Two Thousand Four Hundred Twenty Dollars ($2,420.00) per year.
Nurses at Isolation Hospital at the rate of One Thousand Fifty Three Dollars and Forty Cent s ($1,053.40) per year.
Public Health Nurse at the rate of Two Thpusand Four Hundred Thirty Six Dollars ($2,436.00) per year.
Bacterioligist at the rate of Two Thousand Nine Hundred Four Dollars ($2,904.00) per year.
Dairy and Meat Inspector at the rate of Three Thousand Nine Hundred Dollars ($3,900.00) per year.
Captain of Detectives at the rate of Three Thousand Nine Hundred Dollars ($3,900.00) per year.
Detective Sergeants at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.
Sergeants at the rate of Three Thousand One Hundred Eighty Dollars ($3,180.00)) per year.
Sanitary Officer at the rate of Three Thousand Dollars ($3,000.00) per year.
New Sanitary Officer at the rate of Two Thousand Nine Hundred Ten Dollars ($2,910.00) per year.
Assistant to Laboratory at the rate of One Thousand One Hundred Twenty Dollars ($1,120.00) per year.
Clinic Director at the rate of Two Thous nd Four Hundred Sixty Dolla rs ($2,460.00) per year.
Assistant Clinic Director at the rate of Two Thousand Four Hundred Sixty Dollars ($2,460.00) per year.
Investigator at the rate of Three Thousand Dollars ($3,000.00) per year.
Nurse at Vaeral Clinic at the rate of Two Thousand Six Hundred Forty Dollars ($2,640.00) per year.
School Physicians at the rate of One Thousand Twenty Dollars ($1,020.00) per year.
School Dentist at the rate of One Thousand Twenty Dollars ($1,020.00) per year.
School Nurse at the rate of Two Thousand Four Hundred Thirty Six Dollars ($2,436.00) per year.
Assistant Registrar at the rate of One Thousand Nine Hundred Eighty Dollars ($1,980.00) per year.

CITY PLAN

Planning Director at the rate of Six Thousand Dollars ($6,000.00) per year.
Secretary to City Plan Commission at the rate of Three Hundred Seventy Five Dollars ($375.00) per year.
Clerk to Board of Zoning Appeals at the rate of Three Hundred Seventy Five Dollars ($375.00) per year.
Attorney for City Plan Commission at the rate of Six Hundred Dollars ($600.00) per year.
Stenographer Clerk City Plan Commission at the rate of Two Thousand Two Hundred Dollars ($2,280.00) per year.
Draftsman City Plan Commission at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.

Section 2. That the salary of any policeman, signa, man (Dispatcher)or fireman be at the rate of Two Hundred Thirty Dollars ($230.00) per month and any sanitary officer at the rate of Two Hundred Forty Dollars ($240.00) per month for the first six months of his employment; and at the rate of Two Hundred Thirty Five Dollars ($235.00) per month for any policeman, Signal Man, (Dispatcher) or firemen and any Sanitary officer at the rate of Two Hundred Forty Five Dollars ($245.00) per month for the second sox months of his emplyoment; thereafter a policeman or fireman shall be compensated at the rate of Two Hundred Forty Dollars ($240.00)per month, a signal man (dispatcher) at the rate of Two Hundred Forty Seven Dollars and Fifty Cents ($247.50) per month and a sanitary officer at the rate of Two Hundred Fifty Dollars ($250.00) per month of his employment.

Section 3. That no member of the Police Department or Signal Department of the City of Fort Wayne, shall be required, except un case ofpublic emergency as determined by the Mayor, to work more than an average of forty hours per week in any one calendar year: Provided,however, that the aforementioned provision of the within Ordinance shall not apply to the Chief of Police, Captain of Police, Captain of Detectives,Superintendent of Signal Department and Assistant Superintendent of the Signal Department.

Section 4. All salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana as fixed herein, shall be for a calendar year and shall be paid on a semi-monthly basis, and it is the intention of this Ordinace that the salaries, conpensation or wages contemplated herein shall be paid for such time as said officers and em loyees are actually in service.

Section 5. All Ordinances and parts of ordinances in conflict herewith are herby repealed.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Carl A Alter

GENERAL ORDINANCE NO, 2300 (Continued)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, hedl on the 28th day of December 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2300

Edwin C Lindenberg

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 3rd day of January 1949.

Norbert G.Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO. 2301

AN ORDINANCE to limit the speed and weight of traffic over the Wells Street Bridge over the St.Mary's River.

WHEREAS, the Board of Public Works of the City of Fort Wayne has caused an inspection to be made of the bridge on Wells Street over the St.Mary's River in said City and had found that the same is dangerous and unsafe for any loads or speeds in excess of those hereafter set forth in this ordinance.

BE IT THEREFORE ORDAINED AND ENACTED:

Section 1 That the maximum gross load limit of any traffic upon and over the bridge on Wells Street over the St. Maru's River in said City shall be 11.5 tons and the speed limit of any motor vehicle shall be te n miles per hour.

Section2. It shall be unlawful for any person, firm or corporation to drive or draw upon said bridge any vehicle weighing with its load in excess of 11.5 tons or drive any motor vehicle at a speed in excess of ten miles per hour upon and over said bridge.

Section 3. Any person, firm or corporation violating any provisions of this Ordinance shall be fined any sum not exceeding Three Hundred Dollars ($300.00).

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal pub lication thereof.

Paul M. Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of December, by a majoritu vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2301

Edwin C Lindenberg
President

Norbert G.Welch
City Clerk

Presented to the Mayor for Approval on the 3rd day of January 1949.

Norbert G.Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor.

7PBJX

SPECIAL ORDINANCE NO.2302

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana to sell certain surplus equipment and certain junk copper, lead and scrap iron owned by the City Utilities of the City of Fort Wayne, and the City Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

Section 1. That the Board of Public Works be and it is hereby authorized to sell the following property owned by the City Utilities, to-wit:

1 - Buckeye Trench Machine Model 138

1 - 1929 Ford Chassis - ½ Ton

1 - Austin Back Filler

10 - Ton Scrap Iron

5 - Ton Junk Copper

5 - Ton Junk Lead

Section 2. That the Board of Public Works be and it is hereby authorized to sell the following property owned by the City Street Department, to-wit:

1 - Obsolete Kelly Seco Basin Eductor No. 215-year 1917

1 - Obsolete Graham Berstein Flusher No. 217 - year 1917.

Section 3. That the said Board of Public Works through the City Attorney file a petition in Circuit Court for the Appointment of appraisers to appraise said property.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of December 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO.2302

Edwin C Lindenberg
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 3rd day of January 1949

Norbert G.Welch
City Clerk

Approved this 4th day of January 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2303

AN ORDINANCE approving and confirming contract between the Journal-Gazette Company and the City of Fort Wayne for the printing of the proceddings of the Common Council of the city of Fort Wayne from January 1, 1949 to December 31, 1949.

WHEREAS, on the 21st day of December, 1948, the City of Fort Wayne, by and through its Board of Public Works, duly and legally entered into a contract with the Journal-Gazette Company for the printing and binding in pamphlet form the proceedings of the Common Counci. of the City of Fort Wayne from January 1, 1949 to December 31, 1949, which contract is in the words and figures following, to wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 21 day of December, 1948, by and between THE JOURNAL-GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the SECOND PART, WITNESSETH:

That the Party of the First Part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of F
Fort Wayne, Indiana, from January 1, 1949, until December 31, 1949, and to furnish the Party of the Second Part One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1949, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound with cloth.

That the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the De artment of Public Works of said City, which specifications are made a part of this Contrac, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal*Gazette Company, shall be at the rate of One Dollar and Fifty-six Cents ($1.56) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Fifty-six Cents ($1.56) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the First Party fails to perform all the conditions required bynthis contract to be performed by it, the Party of the Second Part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of th First Part.

The Party of the First Part agrees that in the prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand Dollars ($2,000.00), payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

2PBLX

SPECIAL ORDINANCE NO. 2303 Continued

It is hereby agreed that no assignment of this contract shall be made without the written consent of said Party of the Second Part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year first above written.

THE JOURNAL-GAZETTE COMPANY

By: T.B. Ritchey
Business Manager
A.F.Scherer
Secretary
Party of the First Part

Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
Walter C.Vetter
Frank A Derck
Chauncey L Griffith

ATTEST:

Joseph M. Schwartz
Secretary
Approved as to form and legality:

Harry H.Hilgemann
City Attorney

BE IT, THEREFORE, ORDAINED by the Common Council:

Section 1. That the aforesaid contract be, and the same hereby is, ratified and confirmed.

Section 2. That this ordinance be of full force and effect upon its passage and approval by the Mayor.

Elmer E. Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine.....Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of January 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2303.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 17th day of January 1949

Norbert G.Welch
City clerk

Approved this 17th day of January 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO;2304

AN ORDINANCE, approving, ratifying, and confirming a contract between the Board of Public Works and John Dehner, Inc. for the lowering 24 inch water main for Fort Wayne Water Works.

BE IT O DA INED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the certain contract made and entered into on December 13, 1948 by and between the City of Fort Wayne by and through its Board of Public Works, as party of he first part, and John Dehner, Inc., a corporation, as party of the second part for the lowering of a 24inch water main for the Water Works of the City of Fort Wayne located in Guldlin Park for the Contract price of $28,974.00 be and the same is in all things hereby ratified, confirmed and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Arthur A. Herber

On roll call the ordinance passed by the following vote: Ayes....5..Nays..4.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of January, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2304

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 29 day of January 1949.

Norbert G.Welch
City Clerk

Approved

Approved this 29th day of January 1949.

Henry E.Branning Jr
Mayor.

PBLX

SPECIAL ORDINANCE No. 2305

AN ORDINANCE approving a contract between the City of Fort Wayne and MacAllister MachineryCo. , Inc. on the date of January 11, 1949, for the purchase and delivery of certain machinery and equipment for the City Asphalt Plant.

WHEREAS, on the 11th day of January, 1949, the City of Fort Wayne, acting by and through its Board of Public Works, entered into a written contract with the MacAllister Machinery Co.,Inc. for the purchase and delivery of (1) a Cedar Rapids Drier (2) a Cedar Rapids Enclosed Bucket Elevator for the use of the Asphalt Plant belonging to said City; and whereas, brfore the execution of aid contract the said Board of Public Works caused plans and specifications for said machinery and equipment to be prepared and filed with said Board and duly advertised for bids and proposals for the said machinery and equipment, and fixed the 4th day of January, 1949, as the time for receiving said bids and proposals, and at said time the MacAllister Machinery Co., Inc. made and submitted the best and lowest bid therefor, and said Board thereafter duly awarded said contract to said Company;

AND WHEREAS, said Company has filed with said Board its bonds as ~~xxxxx~~ required by law and has in all things complied with the laws and has properly executed said contract, and the same is now submitted to the Common Council of aid City for its approval, which contract is in the words and figures as follows, to-wit:

THIS AGREEMENT made this 11th day of January, 1949,by and between the City of Fort Wayne, acting by and through its Board of Public Works, party of the first part, hereinafter called City, and MacAllister Machinery Co., Inc. a corporation acting by and through its properly authoriaed officers, hereinafter called Contractor, witnesseth:

I. The Contractor agrees to sell, furnish, and deliver to the City the following machinery and equioment at and for the proces hereinafter specified, to-wit:

ITEM 1. Cedar Rapids Drier 48" x 16' -0", on skids - complete with cold elevator, stack and thermometer. 20 hp gear motoer (68RPM) 220/440 Volts, 3 phase, 60 cycle - for drier drum and cold elevator drive with ine starter, for 20 hp motor, 220 volts, fiull voltage, stand ard enclosure. Low pressure air atomizing oil burner for direr, inc iding burner. Wlower, blower motor starter and pubh button station.
Burner and adjustable mounting as shown in photo #08-E-3. Fuel pump to deliver light fuel oil (grade #1.2.and 3) to drier burner, mounted with blower and driven from blower drive at and for the price of $8922.75.

ITEM 2. Cedar Rapids enclosed elevator 36' - 0" centers 10" x 6" buckets for inclined operation at angle of 20°- 02' from vertical. 7½ hp gear motor (45RPM) 220/440 volt, 3 phase. 60 cycle for elevator drive with line starter for 7½ hp motor 220 volt - full voltage, standard enclosure, push button station with standard enclosure at and for the price of $2766.75.

II . The foregoing machinery and equipment is to be delivered to the City by Contractor within forty fie (45) to sixty (60) days after January 4, 1949, f.o.b. Fort Wayne, Indiana, and to the Asphalt Plant of said City at Sherman abd Burgess Streets in said City, and Contractor agrees to pay the freight, and hauling and loading expenses to said plant.

III. The Contractor further agrees to lift and remove from the present foundation the drier and elevator now located at said plant, and place the same aside, and set the foregoing new drier and elevator upon the foundation to be furnished by the City; and toe furnish at tis own expense a technician-service man for a period of six (6) days, or until said delivery is satisfactorily completed, to supervise said work; it being further ubderstood however that the City is to furnish the labor for such installation.

IV. It is agrred the the prices hereinabove specified are firm asof January 4, 1949, but this is upon the condition that this contract be accepted within sisxty (60) days from said date.

V. Upon the compeletion if the de livery of said machinery abd equi pment, as hereinabove provided, City agrees to pay Contractor the sums above stipulated.

VI. The Contraftor wa rants said machinery and equipment as to workmanship and material, and that the same shall be installed in a good and workmanlike manner.

VII. It is understood that this contract is made in accordance with plans and specifications on file with the Board of Public Works of said City, and the terms and conditions therein specified are a part of the contract.

VIII. This contract shall be of no force and effect until and after its approval by the Common Council of said City by ordinance duly and legally passed by said Council and approved by the May or of said City.

IN WITNESSETH WHEREOF the parties have hereunto set their names on this day and date hereinbefore first above written.

MACALLISTER MACHINERY CO.,INC.
By D.W.MaCallister

APPROVED AS TO FORM AND LEGALITY
BY: Harry H.Hilgemann
Harry H.Hilgeman
City Attorney

CITY OF FORT WAYNE
By. Walter C Vetter
Member of the Board of Public Works
Frank A Derck
Member of the Board of Public Works
Chauncey L Griffith
Member of the Board of Public Works

SPECIAL ORDINANCE NO. 2305

Continued

THEREFORE, BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section 1. That the above and foregoing contract be and the same hereby is confirmed and approved.

Section 2. That this ordinance shall be of full force and effect from and after its passage and approv al by the Mayor.

Edwin C. Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....FiveAlter,Franke,Herber,Lindenberg and Nahrwold.
Nays, Four Boyer,Boylan,Burns and Fuhrman.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 25th day of February 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
SPECIAL ORDINANCE NO.2305.

F.Wade Boylan
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 4th day of March 1949.

Norbert G Welch
City Clerk

Approved this 4th day of March 1949.

Henry E Branning Jr.
Mayor.

GENERAL ORDINANCE NO.2306

AN ORDINANCE, CHANGING, AMENDING AND SUPPLEMENTING General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height,area, bulk, and use of buildings: to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callins industries, commercial enterprises and the location of buildingd designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as Zoning Ordinance of Fort Wayne as amended this 13th day of November, 1928,"

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Five (5) of the map which is a part of General Ordinance No. 1436 as above described, be changed from those of a "B" district to those of a "C" district on the area described as follows, to-wit:

Lots No. 2, 3, 4, 5 and 6 in Koehler Heights Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That all provisions, requirements, restrictions and peanalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No.1436.

Section 3. That this ordinance shall be in full force and effect from and after its public hearing hers thereon as provided by law, and its passage and approval by the Mayor and legal publication thereon.

Julian F Franke Jr.

The Ordinance was read thethird time in full and on motion was now passed by the following vote: Ayes... Nine... Nays.. None.

We Hereby C rtify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 25th day of February , 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No.2306.

F.Wade Boylan
President.

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 4th day of March 1949.

Norbert G.Welh
City Clerk

Approved this 4th day of March 1949.

Henry E.Branning Jr
Mayor.

2 PBLX

GENERAL ORDINANCE NO.2307

AN ORDINANCE regulating bicycles and requiring the licensing thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. DEFINITION. A bicycle shall be defined as any device propelled by human power upon any person may ride, having two tandem wheels either of which is over 20 inches in diameter.

Section 2. EFFECT OF REGULATIONS. (a) It shall be unlawful for the parent of any child or the guardian of any ward to authorize or knowingly permit any such child or ward to violate any of the provisions of this article.

(b) These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

Section 3. LICENS REQUIRED. No person, who resides within this city, shall ride or propel a bicycle on any street or upon any public path set aside for the exclusive use of bicycles unless such bicycle has been licensed and a license plate is attached thereto as provided herein.

Section 4. LICENSE APPLICATION. Application for a bicycle license and license plate shall be made upon a form provided by the City Comptroller and shall be made to the Chief of Police. An annual license fee of 25 cents shall be paid to the City before each license or renewal thereof is granted.

Section 5. ISSUANCE OF LICENSE. (a) The Chief of Police upon receiving proper application therefor is authorized to issue a bicycle license which shall be effective until the next succeeding first day of March.

(b) The applicant shall furnish proof of ownership or right to possession of the bicycle. The Chief of Polce shall not issue a license for any bicycle when he knows or has reasonable ground to believe that the applicant is not the owner of or entitled to the possession of such bicycle.

(c) The Chief of Police shall keep a record ofthe nember of each license, the date issued, the name and address of the person to whom issued, and the number on the frame of the bicycle for which issued, and a record of all bicycle license fees collected by him.

Section 6. ATTACHMENT OF LICENSE PLATE. (a) The Chief of Police upon issuing a bicycle license shall also issue a license plate bearing the license number assigned to the bicycle, the name of the city, and the year for which issued.

(b) The Chief of Police shall cause such license plate to be firmly attached to the rear mudguard or frame of the bicycle for which issued in such position as to be plainly visible.from the rear.

(c) It shall be unlawful for any person to remove a license plate from a bicycle during the period for which issued except upon a transfer of ownership or in the event the bicycle is dismantled and no longer operated upon any street in this City.

Section 7. INSPECTION OF BICYCLES. The Chief of Police, or an officer assigned such responsibility, shall inspect each bicycle before licensing the same and shall refuse a license for any bicycle which he determines is in unsafe mechanical condition.

Section 8. RENEWAL OF LICENSE. Upon the expiration of any bicycle license the same may be renewed upon application and re-inspection and payment of the same fee as upon an orginial application.

Section 9. TRANSFER OF OWNERSHIP. Upon the sale or transfer of a licensed bicycle the licensee shall remove the license plate and shall either surrender the same to the Chief of Police or may upon proper application, but without payment of additional fee, have said assigned to another bicycle owned by the applicant.

Section 10. RENTAL AGENCIES. A rental agency shall not rent or offer any bicycle for rent unless the bicycle is licensed and a license plate is attached thereto as provided herein and such bicycle is equipped with the lamps and other equipment required in this article.

Section 11. BICYCLE DEALERS. Every person engaged in the business of buying or selling new or second-hand bicycles shall make reports to the chief of police of every bicycle purchased or sold by such dealer, giving the name and address of the persons from whom purchased or to whom sold, a description of such bicycle by name or make, the frame number thereof, and the number of license plate, if any, founf thereon. Such reports shall be made as of the 1st day of January and 1st day of July of each year and shall cover the period for the preceding six months. Such reports shall be made within thirty (30) days after the end of the period.

Section 12. PENALTY. Any person violating any of the provisions of this ordinance shall upon conviction be fined in any sum not exceeding $100.00

Section 13. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Chas H. Boyer.

Continued

GENERAL ORDINANCE NO.2307

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .... Nine...Nays... None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 25th day of February, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2307.

F.Wade Boylan
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 4th day of March 1949

Norbert G.Welch
City Clerk

Approved this 4th day of March 1949.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO.2308

AN ORDINANCE prohibiting parking on both sided of Holly Avenue between Raymond Avenue and Pontiac Street in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Parking of motor vehicles at any time is hereby prohibited on both sided of Holly Avenue and Pontia Street in the City of Fort Wayne, Indiana.

Section 2. This ordinance shallbe in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Nine... Nays... None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 8th day of March 1949, by a majority vote of all members elect, did pass the prdinance hereunto attached, and known as

GENERAL ORDINANCE No. 2308.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of March 1949.

Norbert G Welch
City Clerk

Approved this 14th day of March 1949.

Henry E. Branning Jr
Mayor

PBJX

GENERAL ORDINANCE NO.2309

AN ORDINANCE regulating parking on the east side of Webster Street between Jefferson Street and Lewis Street, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. Hereafter unlimited parking shall be permitted on the east side of Webster Street between Jefferson and Lewis Street in the City of Fort Wayne, between the hours of 6:00 P.M. and 2:00 A.M.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M. Burns

The Ordinance as ammended was read the third time in full and on motion was now passed as ammended by the following vote. Ayes.....Nine.. Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8thday of March 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2309

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of March 1949.

Norbert G.Welch
City Clerk

Approved this 14th day of March 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO.2310

AN ORDINANCE changing the name of Cora Avenue to Somerset Lane from Oswego Street to Woodrow Avenue in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. The name of Cora Avenue in the City of Fort Wayne, Indiana is hereby changed to Somerset Lane from Oswego Street to Woodrow Avenue in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.;....None....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of March, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2310

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of March 1949.

Norbert G.Welch
City Clerk

Approved this 14th day of March 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2311

AN ORDINANCE approving a certain contract dated 13th day of January, 1949 between the City of Fort Wayne by and through its Board of Public Works and Dahm Brothers, Inc. for the reroofing of the Lafayette Street Reservoir located in he 2400 block on South Lafayette Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That a certain contract dated January 13, 1949 entered into by and between the City of Fort Wayne, Allen County, Indiana by and through its Board of Public Works and Dahm Brothers, Inc. an Indiana Corporation providing for the reroofing of the Lafayette Street Reservoir in the City of Fort Wayne Indiana for a contract price of Three Thousand Six Hundred and Ninety Eight Dollars and Forty Cents ($3,698.40) all as set out more completely in said specifications, be and the same is hereby approved. subject, however, that the contractor execute a written guarantee issued to and infavor of the city of Fort Wayne guaranteeing workmanship and material for a period of not less than 10 years.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Arthur A Herber

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote. Ayes.....Nine....Nays None.

We Hereby Vertify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 22nd day of March 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO.2311

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 26th day of March 1949.

Norbert G. Welch
City Clerk

Approved this 28th day of March 1949

Henry E. Branning Jr.
Mayor

THIS AGREEMENT made and entered into on the 13th day of January, 1949, by and through between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, hereinnafter called City and Dahm Brother, Inc,, an Indiana Corporation hereunafter called Contractor witnesseth:

WHEREAS, the City, by and through its Board of Public Works, has heretofore caused to be prepared and filed with said Board plans and specifications for the improvement and repair of the roof of the reservoir belonging to said City and located in the 2400 block of South Lafayette Street in said City, and duly advertised for bids therefor as required by law; and whereas, on the 13th day of January, 1949, being the day set bysaid Board for receiving such bids, the Contractor submitted a bid in the sum of $3,698.40 for said work, and that being the lowest and best bid received, the said contract for said work was duly and legally awarded to said Contractor.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT SAID Contractor shall perform all work and furnish the materials as equired by the aforesaid specifications and shall supply and furnish all labor and machinery needed in connection therewith and shall make such improvements and repairs in good and workman-like manner. It is further understood and agreed that first class materials shall be used in performing said work and that the work shall be completed within fifteen (15) days after the final aproval of this contract unless weather conditions shall require more time.

The City agrees to pay the said Contractor upon the completion of said work and its acceptance by the Board of Public Works of said City the sum of $3,698.40, the contract price therefor.

It is further understood and agreed that the plans and specifications and the terms of the request for bids heretoforeplaced on file with the Board of Public Works of said City, and each and every provision thereof, is a part of this contract as fully as though written herein.

IN WITNESS WHEREOFthe City, by its Board of Public Works, and the said Contractor, by its proper officers, have unto set their names this day and date first above written.

THE CITY OF FORT WAYNE
By Walter C.Vetter
Frank A. Derck
Chauncey L.Griffith
Board of Public Works.

ATTEST:
By Joseph M.Schwartz
Joseph M.Schwartz

APPROVED AS TO FORM AND LEGALITY
By Harry H. Hilgemann
Harry H.Hilgemann
City Attorney

DAHM BROTHERS, Inc.

By Burt V Dahm Sr
Secretary

2PBJX

GENERAL ORDINANCE NO. 2312

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to purchase Three (3) Three Wheel Motorcycles from H.L.Daler, of 1719 South Lafayette Street, Fort Wayne, Indiana, at a net price of $2318.50.

WHEREAS, the Board of Public Safety of the City of Fort Wayne published a notice pursuant to law that it would receive sealed bids up to 2:00 o'clock P.M., February 14, 1949, for the purchase of Three (3) Three Wheel Motorcycles with the following police equipment: Siren, red-light, windshield, heavy duty generator and Police plate, and

WHEREAS, the said notice porvided that bids were to be submitted for the above motorcycles on the basis of trading-in one (1) 1942 Harley-Davidson Servi-Car, No.29, and open to inspection at police garage, and

WHEREAS, pursuant to said notice and bids received the Board of Public Safety on the 18th day of February, 1949, at a meeting duly held accepted the bid of H.L.Daler, for the purchase of Three (3) Harley-Davidson Three Whell Motorcycles for a total net purchase price of Two Thousand Three Hundred Eighteen and 50/100 Dollars ($2318.50) after deducting trade-in allowances, which bid was the lowest and best bid received by said Board of Public Safety,

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE;INDIANA;

Section 1. That the contract of purchase made and entered into between the Board of Public Safety of the City of Fort Wayne and H.L.Daler, of 1719 South Lafayette Street, Fort Wayne, Indiana, for the purchase of Three (3) Harley-Davodson Three Whell Motorcycles for a net price of Two Thousand Three Hundred Eighteen and 50/100 Dollars ($2318.50) pursuant to legal notice and acceptance of a bid received thereon, be and the same is hereby authorized,approved and confirmed in all respects.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M. Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes... Five...Nays...Three.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of April 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2312.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of April 1949.

Norbert G.Welch
City Clerk.

Approved this 19th day of April 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO.2313

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to purchase Two (2) Automobiles from Frank Schulz, Inc., of 323 East Washington Street, Fort Wayne, Indiana, at a net price of $1590.00.

WHEREAS, the Board of Public Safety of the City of Fort Wayne published a notice pursuant to law that it would receive sealed bids up to 2:00 o'clock P.M., February 14, 1949, for the purchase of Two (2) 1949 model 4-door sedan automobiles (medium type), to be equipped with air-conditioned heater and defrosters and dual windshield wipers, and

WHEREAS, the said notice provided that bids were to be submitted for the above automobiles on the basis of trading-in Ine (1) 1946 Ford Coach automobile, No. 10, and One (1) 1946 Chevrolet 4-door automobile, No. 18, and open to inspection at police garage, and

WHEREAS, pursuant to said notice and ~~xxxs~~ bids received the Board of Public Safety on the 18th day of February, 1949, at a meeting duly held accepted the bid of Frank Schulz, Inc., for the purchase of two (2) Kaiser automobiles for a total net purchase price of Fifteen Hundred Ninety Dollars ($1590.00) after deducting trade-in allowances, which bid was the lowest and best bid received by said Board of Public Safety,

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE;

Section 1. That the contract of purchase made and entered into between the Board of Public Safety of the City of Fort Wayne and Frank Schulz, Inc., of 323 East Washington Street, Fort Wayne, Indiana, for the purchase of two (2) Kaiser Automobiles for a net price of Fifteen Hundred Ninety Dollars ($1590.00) pursuant to legal notice and acceptance of a bid received thereon, be and the same is hereby authorized, approved and confirmed in all respects.

GENERAL ORDINANCE NO, 2313(Continued)

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C. Lindenberg

The Ordinance was read the third timein full and on motion was now passed by the following vote.....Ayes .....Five....Nays....Three.

We Hereby Certify, That the Commonc ouncil of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of April 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2313.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of April 1949.

Norbert G.Welch
City Clerk

Approved this 19th day of April 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO.2314

AN ORDINANCE Authorizing the Board of Publid Safety of the City of Fort Wayne to purchase fifteen automobiles from Hatcher Motors, Inc., at a net price of $17,000.00.

WHEREAS,the Board of Public Safety of the City of Fort Wayne published notice pursuant to law that it would receive sealed bids up to 2:00 o'clock P.M., February 14, 1949 forthe purchase of fifteen (15) 1949 Model Coach Type automobiles, (lighter type) adequate for use as police squad cars, all to be eqipped with five (5) 6-ply tires, air-conditioned heaters and defrosters, and dual windshield wipers. In addition, eight (8) of these automobiles to be equipped with heavy duty police generators. One (1) automobile to be painted white, remaining black or dark blue, and

WHEREAS, the said notice provided that bids were to be submitted for the above automobiles on the basis of rading-in ten (10) automobiles presently used as Police Squad cars, andnumbered 1, 4, 6, 7, 8, 12, 19, 20, 21 and 22, and open to inspection at police garage, and

WHEREAS, pursuant to said notice and bids received the Board of Public Safety on the 18th day of February, 1949, at a meeting duly held accepted the bid of Hatcher Motors, Inc., for the purchase of fifteen (15) 1949 Model 6 Cylinder Fords for a total net purchase price of Seventeen Thousand Dollars ($17,000.00) after deducting trade-in allowances, which bid was the ~~xxxx~~ lowest and best bid received bysaid Board of Public Safety;

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract of purchase made and entered into between the Board of Public Safety of the City of Fort Wayne and Hatcher Motors, Inc., of Fort Wayne, Indiana, for the purchase of fifteen (15) Ford automobiles for a net purchase price of Seventeen Thousand Dollars ($17,000.00) pursuant to legal notice and acceptance of a bid received thereon, be and the same is hereby authorized approved and confirmed in all respects.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M.Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes .....Five....Nays....Three.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of April 1949, by a majority vo te of all memebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2314.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of April 1949.

Norbert G.Welch
City Clerk.

Approved this 19th day of April 1949.

Henry E.Branning Jr
Mayor.

2PBIX

GENERAL ORDINANCE NO.2315

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to purchase Seven 1949 model solo motorcycles from H.L.Daler, of 1719 South Lafayette Street, Fort Wayne, Indiana, at a net price of $4363.70.

WHEREAS, the Board of Public Safety of the City of Fort Wayne published notice pursuant to law that it would receive sealed bids up to 2:00 o'clock P.M., February 14, 1949 for the purchase of Seven 1949 model solo motorcycles with the following police equipment: siren, red light, windshield, heavy dudty generators, Police plate and hand-controlled speedometer, and

WHEREAS, the said notice provided that bids were to be submitted for the above motorcycles on the basis of trading-in one(1) 1941 Harley-Davidson Motorcycle No. 26, three (3) 1942 Harlye-Davidson Motorcyles Nos. 23, 24 and 27, and one (1) 1947 Indian Motorcycle, No. 25, and open to inspection at police garage, and

WHEREAS,pursuant to said notice and bids received the Board of Public Safety on the 18th day of February, 1949, at a meeting duly held accepted the bid of H.L.Daler, for the purchase of Seven 1949 nodel Harley-Davidson solo motorcycles for a total net purchase price of Four Thousand Three Hundred Sixty-three and 70/100 ($4363.70) Dollars deducting trade-in allowances, which bid was the lowest and best bid received by said Board of Public Safety.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract of purchase made and entered into between the Board of Public Safety of the City of Fort Wayne and H.L.Daler, of 1719 South Lafayette, Fort Wayne, Indiana, for the purchase of Seven 1949 model Harlet-Davidson solo motorcycles for a net price of Four Thousand Three Hundred Sixty Three and 70/100 Dollars ($4363.70) pursuant to legal notice and acceptance of a bid received therein, be and the same is hereby authorized, approved and confirmed in all respects.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor abd legal publication thereof.

Paul M. Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Five...Nays....Three.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of April 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2315.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of April 1949.

Norbert G.Welch
City Clerk

Approved this 19th day of April 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2316

AN ORDINANCE authorizing the sale of certain personal property belonging to the City of Fort Wayne ,Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section . That the Mayor of the City of Fort Wayne,be and he is hereby authorized to sell and convey the following personal property belonging to said city, to-wit:

One 1936 International truck, Model C15,Serial Number 3772.

Section 2. That the City Attorney be instructed to file a petition in the Circuit Court of Allen County for the appointment of appraisers to appraise said personal property as provided by law.

Section. 3. That said sale of said personal property be made for not less than the full apraised value thereof.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes...(8) Eight,,,Nays,,,,,None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of Aoril 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2316.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of April 1949.

Norbert G.Welch
City Clerk

Approved this 19th day of April 1949.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO. 2317

An Ordinance naming and designating certain real estate belonging to the City of Fort Wayne, as "Johnny Appleseed Memorial Park and Beach".

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana.

1. That all of the land and real estate belonging to the City of Fort Wayne on both sides of the St.Joseph River, from Parnell Avenue, up the river except that part now named Hanna's Hanna's Ford Park being named and designated as the "Johnny Appelseed Memorial Park".

2. This ordinance shall be in full force and affect from and after publication and approved by the Mayor.

Arthur A.Herber

Chas H.Boyer

The Ordinance as amended was read the third time in full and on motion was now passed as amended ~~by~~ by the following vote. Ayes....Nine.....Nays. ...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of April, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2317

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO.2318

AN ORDINANCE restricting parking to ninety minutes on both sides of Main Street between St.Mary's River and Grand Rapids and Indiana Railroad.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 65 of Chapter 31 of the "Municipal Code of the City of Fort Wayne, Indiana 1946", be amended by also restricting parking on both sides of Main Street between St.Mary's River and Grand Rapids and Indiana Railroad to ninety (90) minutes in any two successive hours at any time between the hours of 7:00 A.M., and 6:00 P.M., on any day except Sundays and public holidays.

Section 2. That signs be posted on said street in conformity with said parking restrictions within thirty (30) days from the effective date of this ordinance.

Section 3. That this ordinance shall be in full force and effect from and after its passage, aproval by the Mayor and legal publication thereof.

Chas H.Boyer

The Ordinance was read the third time in full and on motiom was now passed by the following vote: Ayes...Nine...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of April, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.2318.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for aproval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

2PBJX

GENERAL ORDINANCE NO.2319

AN ORDINANCE restri cting parking to ninety minutes on both sides of Wayne Street and Washington Street between Ewing Street and Fairfield.

BE IT ORDAINED BY THE COMMON COUNC'L OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 65 of Chapter 31 of "Municipal ode of the City of Fort Wayne, Indiana 1946", be amedded by also restricting parking on both sides of Washington Street and Wayne Street between Ewing Street and Fairfield Avenue to ninety (90) minutes in any two successive hours at any time between the hours of 7:00 and 6:00 P.M. on any day except Sundays and publichHolidays.

Section 2. That signs be posted on said streets in conformity with said parking restrictions within thirty (30) days from the effective date of this ordinance.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Chas. H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine...Nays..None.

We Hereby Certify, That the Common ouncil of the City of Fort Wayne, Indiana, at a regular meeting, held on thex26th day of April 1949, by a majority vote of all members elect. did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2319.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO.2320)

AN ORDINANCE annexing andm,aking a part of the City of Fort Wayne certain described territory contiguous to the northeast part of the city.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA:

Section 1. That the following described territory is hereby annexed and made a part of the city limits of the City of Fort Wayne, Indiana, and shall be and is considered a part of said city, to-wit:

1. Beginning at the southwest corner of the northwest quarter of Section 30, township 31 north, range 13 east; thence east along the south line of said northwest quarter of said section a distance of one hundred seventy (170)feet; thence by deflection angle to the left 60°-oo' a distance of three hundred (300) feet; thence by defelction angle to the left 20°-38'a distance of twelve hundred forty-one and two-tenths (1241.2) feet; thence by defelction angle to left 154°-37' a distance of five hundred nineteen and nine tenths (519-9) feet; thence by deflection angle to the left 41°-49' a distance of four hundred ninety-eight and three tenths (498.3) feet; thence by deflection angle to right 42°-07'-30"" a distance of four hundred ninety-three (493) feet to a point on the west line of Section 30, township 31 north, range 13 east; thence south along said west line of said Section a distance of one hundred sixty (160) feet to the point of beginning. Containing five and six tenths (5.6) acres, more or less, Excepting therefrom that protion now occupied by the State of Indiana for highway purposes.

2. Commencing at the intersection of the center line of Parnell Avenue and the center of the St.Joseph River; thence north along the center line of Parnell Avenue to its intersection with the center line of California Road; thence east along the center line of California Road and its extension to its intersection with he center of the St.Joseh River; thence in a southwesterly direction down the center of the St.Joseph River with its meanderings to the intersection with the center line of Parnell Avenue, the point of beginning.

GENERAL ORDINANCE NO. 2320(Continued)

Section 2. That said annexed territory shall become and is hereby made a part of Ward 1 and Councilmanic District 2 ofthe City of Fort Wayne, Allen County, Indiana.

Section 3. That this ordinance shallbe in full force and effect from and after its passage and approval bythe Mayor and legal publication thereof.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Five.....Nays...Four.

We Hereny Certify, That the Commonx Council of the City of Fort Wayne, Indiana, at aregular meeting, held on the 26th day of April 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2320

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for a proval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2321

AN ORDINANCE creating the psoition of Assistant Traffic Engineer in the Department of Public Safety and providing for salary.

BE OT ORDAINED BYTHE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. There is hereby created a position of Assistant Traffic Engineer in the Department of Public Safety of the City of Fort Wayne, Indiana,

Section 2. The salary of the Assistant Traffic Engineer in the Department of Public Safety shall be at the rate of Thirty Six Hundred ($3600.00) per annum.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Carl A.Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine....Nyas...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of April, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2321.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for aprov al on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

2PBLX

SPECIAL ORDINANCE NO.2322

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain realestate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana be and it is hereby authorized to sell the following described real estate, to-wit:

All that part of Lots numbered 209,210 and 211, lying South of Junk Ditch in Second Commercial Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana direct the city attorney of the City of Fort Wayne, Indiana to file in the Circuit Court a petition for the appointment of appraisers to apraise said real estate as provided by law. That the Board of Public Works of the City of Fort Wayne, Indiana be and it is hereby authorized to sell said real estate for not less than the full a praised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana be and he is hereby authorized to execute a Quit Claim Deed to the purchaser of the aforementioned real estate, said deed to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That the ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C. Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ...Nine...Nays...None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of April, 1949, by amajority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2322.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2323

AN ORDINANCE Authorizing the Board of Public Works of the City of Fort Wayne to sell certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana be and it is hereby authorized to sell the following described real estate, to-wit:

Lot Numbered Nineteen (19) Zollars and Swaynes Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana Direct the city attorney of the City of Fort Wayne , Indiana to file in the Circuit Court a xpetition for the apointment of appraisers to appraise said real estate as provided by law. That the Board of Public Works of the City of Fort Wayne, Indiana be and it is hereny authorized to sell said real estate for not less than the full aproased value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana be nd he is hereby authorized to execute a Quit Clain Deed to the purchaser of the aforementioned real estate, said deed to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C. Lindenberg.

SPECIAL ORDINANCE 2323 (Continued)

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ...Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 26th day of April,1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO.2323.

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO.. 2324.

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

The Souththirty (30) feet of the East thirty (30) feet of Lot Numbered Twenty-four (24) in Bank Addition to the City of Fort Wayne, Indiana, lying West of Osage Street and North of NYC Railroad.

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana direct the city attorney of the City of Fort Wayne, Indiana to file in the Circuit Court a petition for the appointment of appraisers to appraise said real estate as provided by law. That the Board of Public Works of the City of Fort Wayne, Indiana be and it is hereby authorized to sell said real eastate for not less than the full appraised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana be and he is hereby authorized to execute a Quit Claim Deed to the purchaser of the aforementioned real estate, said deed to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C.Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of April, 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as

SPECIAL ORDINANCE NO. 2324.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on he 2nd day of May 1949.

Norbert G.Welch
City Clerk

Approved this 5th day of May 1949.

Henry E.Branning Jr.
Mayor.

2PBJX

GENERAL ORDINANCE NO. 2325

A Bill for an ordinance declaring the emission of dense smoke, or foul noxious fumes and gases, or ash, dust, soot, or cinders, within the City of Fort Wayne, to be a nuisance, defining dense smoke, providing penalties for violation, and for the abatement of said nuisances, and creating a Smoke Abatement Commission and the employment of a Smoke Inspector.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section I. That the emission of dense smoke, as hereinafter defined, within the limits of the City of Fort Wayne from any chimney or smoke stack of any building, derrick. pile driver, locomotive, or any other machine or contrivance, or from any tar kettle, kiln, or open fire, and the emission of foul noxious gases or fumes, or ash, dust, soot, or cinders, into the open air in such quantities as to cause injury or annoyance to the public ot to have a natural tendency to do so, are hereby declared to be public nuisances.

Section II. The Ringemann's Scale for grading the density of smoke, published by the Bureau of Mines of the United States Department of the Interior, is hereby adopted as the standard ad scale for determining the density of smoke, and said scale is hereby made a part of this ordinance.

Section III. Any person who shall cause or permit the emission of smoke within said city from any chimney or smoke stack of any builsing, derrick, pile driver, or any other machine or contrivance, or from any tar kettle, kiln, or open fire, of a density greater than No. 2 smoke as shown by the aforesaid Ringle-mann's Scale, shall be deemed guilty of a violation of this ordinance, and upon conviction shall be subject to the penalties hereinafter provided; provided that this sectiom shall not ~~xxxxxx~~ apply to private residenses; and provided further that this section shall not apply when smoke is emitted for a period or periods aggregating not more thah six (6) minutes in any one hour, when a new fire is being buikt, or the fire grates or fire pots are being cleaned, or the said smoke is due to a breakdownof eqipment so as to make such emission of smoke not reasonably preventable.

Section IV. Any person who sahll cause or permit the emission of any smoke within said city from any locomotive or other vehicle, whether standing or in motion, of a densit y greater than No. 2 smoke, as shown bytheaforesaid Ringlemann's Scale, for more than (1) on e minute in any fifteen (15) minute period, shall be deemed guilty of a vi lation of this ordinance, and upon conviction shall be subject to the penalties hereinafter provided; provided, however, that this section shall not a ply when a new fire is being built, or the fire grates or fire poys are being cleaned, or the said smoke is due to a break down of equipment so as to make such emission of smoke not reasonably preventably.

Section V. Any person who sahll cause or permit the emission or escape of any foul or noxious gases or fumes, or ahs, dust, soot, or cinders, into the open air in such quantities as to cause injury or annoyance tothe public or damage to any property or to have a natural tendency to do so, shall be deemed guilty of a violation of this ordinance, and upon conviction shall be subject tothe penalties hereinafter provi ded.

Section VI. It shall be unlawful to permit any furnace fireed by overfeed or spreader stokers or pulverized coal-burners or any similiar devices to release heat in excess of thirty thousand (30,000) British Thermal Units per cubic foot per hour, and any

persons violating this section shall be subject to the penalties hereinafter provided; provided that this section shall not apply when such furnace if equiped with an fly-ash collector and such releases of heat do not exceed sixty thousand (60,000) British Thermal Units per cubic foot per hour.

Section VII. There is hereby established as a part of the Department of Public Safety of said City a commission to be known as the Smoke Abatement Commission, and said commission shall consist of the Chairman of the Board of Safety, the Building Commissioner of said city, and three members to be appointed by the Mayor of said city, no more than two of whom shall be members of the same political party. The Building Commissioner shall serve as chairman of said commission, and said commission shall have power to make such reasonable rules and egulations as it deems advisable, the members thereof shall serve without pay. Said commission is hereby given authority to employ a Smoke Insoector at such salary as shall be fixed by ordinance, and said commission shall furnish him such equipment as shall enable him to make the proper inspection and test for the enforcement of this ordinance.

Section VIII. It shall be the duty of such Smoke Inspector to examine and inspect the emission of smoke, and the emission and escape of foul or noxious gases and fumes, and ash, dust, soot, and cinders in siad city. Whenever he finds that said smoke, or gases or fumes, or ash, dust, soot, or cinders are in violation of this ordinance, it shall be his duty to notify in writing the person or persons causin such emission to desist from so doing and to abate such nuisance within a period of ten (10) days. After the expiration of said time, if such nuisance still continues, said Smoke Inspector shall file with the aforesaid Commission of Smoke Abatement a written statement naming the person or persons vilating this ordinance and stating the facts constituting such violation. Upon the f iling of such written statement the said Smoke Abatement Commission shall fix a time for hearing upon the fact set forth in the said statement of said Smoke Inspector, and shall cause notice thereof to be served upon the person named as violating this ordinance of the time and place of said hearing, together with a copy of said statement of said Smoke Insoector. At such hearing the person named as violating said ordinance shall have the right to appear and be heard in person and by counsel, and if he fails to appear, the matter may be heard in his absence, Witnesses may be heard by either party to said proceedings. If, upon such hearing, said commission shall find that the facts stated in said report of said Smoke Inspector are true and that said person is guilty of violating this ordinance, the said Board shall order and direct the abatement of said nuisance within such time and upon such conditions as said Board may decide; if said Board shall find that the facts stated in said report are not true, and that said person has not violated this ordinance, then said Board shall enter a finding to that effect and the proceedings shall terminate. Any person feeling aggrieved by the decision of said Board shall have a right to appeal from the finding and decision of said Board to the Allen Circuit Court or to the Superior Court of Allen County or to Allen Superior Court No.2 by filing his complaint setting forth the action of said Board, causing summons to be issued thereon as in civil cases and said cause shall be tried de novo in said court.

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At the time fixed in said order of said Smoke Abatement Commission, unless the same has been appealed from as hereinbefore provided, or, in the event of such appeal, at such time as the court shall fix, any perosn found guilty of violating of this ordinance shall have such nuisance abated; and upon his failure to do so, the Smoke Abatement Commission shall issue its warrant to the Chief of Police of said city or to said Smoke Inspector, ordering and directing that said nuisance be forthwith abated, and the person to whom said warrant shall have been issued shall forthwith execute the same by abating said nuisance. An accurate account of the expense of abating said nuisance shall be kept and a report thereof made to the City Controller, who shall cause the amount of said expense to be charged against the person violating this ordinance upon the tax duplicate of said city, or cause suit to be brought against said person for the recovery thereof.

Nothing in this section shall be construed as prohobiting or preventing the collection of penalties hereinafter provided for a violation of this ordinance.

Section IX. Any person convicted of violating section III, IV, V, or Vi of this ordinance shall be fined in any sum not exceeding $300. Each and every day upon whi ch this ordinance is violated constitutes a separate offense.

Section X. Wherever the word "person" has been used in this ordinance, the same shall be construed to mean a natural person or a firm, corporation, or partnership, and all persons participating in the violation of this ordinance either as owners, propietors, lesses, agents, tenants,managers, superintendents, engineers, foreman, janitors, orotherwise shall be liable for any violation of this ordinance.

Section XI. All parts of the ordinance on the subject of smoke abatement, being ordinance No. 268, amd being chapter 27 of the Municipal Code of Fort Wayne, Indiana, 1946, and appearing on pages 174 to 179 both inclusive of said Code, in conflict with the provisions of this ordinance are hereby repealed.

Section XII. This ordinance shall be in full force and effect upon and after its passage by the Common Council and its approval by the Mayor.

Carl A.Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote;: Ayes.....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of May 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No.2325.

E.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 13th day of May 1949.

Norbert G.Welch
City Clerk

Approved this 14th day of May 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2326

AN ORDINANCE, changing, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use if buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the loaation of trades, callings industries, commercial enterprises and the location of buildings designed for specifiec uses; to establish bu ilding lines; and for such purposes to divide the city into districts; to provide for adminstration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th ay of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Four (4) of the map which is a part of General Ordinance No. 1436 as abovedescribed, be changed from those of a "B" district to those of an "E" district on the area described as follows, to-wit:

Lots numbered 189 to 208 inclusive and Lots numbered 215 to 224 inclusive, all in Second Commercial Addition to the City of Fort Wayne, Indiana.

Section 2. That all provisions, requirements, restrcitions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this Ordinance shall be in full force and effect from and after public hearing thereon as provided by law, and its passage and approval by the Mayor and legal publication thereon.

Elmer E.Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Nine...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10thd ay of May 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2326.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 13th day of May 1949

Norbert G.Welch
City Clerk

Approved this 14th day of May 1949

Henry E.Branning Jr
Mayor.

7PBJX

SPECIAL ORDINANCE NO. 2327

AN ORDINANCE AUTHORIZING THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE to purchase a Street Power Sweeper from Korte Bros. Inc., of Fort Wayne, Indiana, at a net purchase price of $6650.00, as amemded.

WHEREAS, the Board of Public Works of the City of Fort Wayne published notice pursuant to law that it would receive sealed bids up to 10:00 o'clock A.M., on March 29, 1949, for the purchase of a Power Sweeper for street cleaning purposes; and

WHERERS, pursuant to said notice and bids received the Board of Public Works on the 29th day of March 1949, at ameeting duly held accepted a bid of Korte Bros. Inc., for the purchase of a Power Sweeper for street cleaning purposes for a total net purchase price of Six Thousand Fifty Dollars ($6650.00) which bid was the lowest and best bid received by said Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Thatthe Board of Public Works of the City of Fort Wayne be and it is hereby authorized to pruchase from Korte Bros, Inc., of Fort Wayne, Indiana, for the net purchase price of Six Thousand Six Hundred F ifty Dollars ($6650.00) the following power sweeper for street cleaning purposes:

One Austin Western Model 40 Motoe Sweeper, meeting the following General Specifications:

Sweeping width with right had gutter broom 7 ft.
Sweeping width with right and left gutter broom 9 ft.
Gutter broom diameter 36", gear driven and running in oil.
Rear pick up broom 36" diameter 60" long, gear driven and running in oil.

Hopper capacity 2 cubic yards, hydraulically controlled.
Three hopper positions: Sweeping, carrying, and dumping.
Special built in hopper flushing nozzle.

Two head lights, one gutter broom light, one pick up broom,
stop and tal and two way flasher light, electric starter,
generator and battery. Powered with 50 H.P. 6 cylinder, Model GRD International Engine.

One Hundred-ninety gallon water supply tank and pressure pump 25 G.P.M.

Two spray pipe lines with brass nozzles, dual control valve.

Front tires 600 x 16 - 6 ply. Rear tires 750 x 20 - 10 ply.

Extras furnished with sweeper as standard equipment:

One extra complete rear broom, one extra gutter broom disc and broom wire to fill bromm disc.

One filling hose with coupling. Painted standard A -W red and lettered.

Weight complete 8,750 lbs.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C Lindenberg

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote.

Ayes .....Nine....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of May 1949,by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2327.

F.Wade Boylan
President

Norbert G.Weclh
City Clerk

Presented to the Mayor for approval on the 13th day of May 1949.

Norbert G.Welch
City Clerk

Approved this 14th day of May 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2328

AN ORDINANCE, changing, amending and supplementing General Ordinance No.1436 add the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulat and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings industries, commercial enterprises and the location of buildings desighed for specified uses; to establish building lines; anf for such purposes to divide the city into districts; to provide for adminis ration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Six (6) of the map which is a part of General Ordinance No. 1436 as above described, be changed from those of a "B" district to those of a "C" district on the area described as follows, to-wit:

> Lots 1, 2 and 3 in Kuhne and Heaton's Addition to the City of Fort Wayne, Allen County, Indiana, bounded on the West by Broadway, on the South By Kinsmoor Avenue, on the East by the first alley East of Broadway and onthe North by the first alley North of KinsmoorAvenue.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a aprt of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after public hearing thereon as provided by law, and its passage and approval by the Mayor and legal publication thereon.

Elmer E.Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes..... Nine....Nays....None.

We Hereby Certify, that the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 24th day of May 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2328.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to he Mayor for approval on the 27th day of May 1949.

Norbert G.Welch
City Clerk

Approved this 28th day of May 1949,

Henry E. Branning Jr
Mayor.

2PBJX

SPECIAL ORDINANCE NO.2329

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to purchase an ambulance from The Flxible Company, Loudonville, Ohio, for the purchase price of $5852.52.

WHEREAS, the Board of Public Safety of the City of Fort Wayne published a notice pursuant to law that it would receive sealed bids up to 1.00 o'clock P.M. Thursday March24, 1949, for the purchase of an ambulance as specified in said notice; and

WHEREAS, pursuant to said notice and bids received the Board of Public Safety on the first day of April , 1949, at a meeting duly held accepted the bid of The Flxible Company, Loudonville Ohio, for the purchase of an ambulance for the total price of $5852.52, f.o.b. Loudonville Ohio, which bid was the lowest and best received by said Board of Public Safety;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. That the Board of Public Safety of the City of Fort Wayne be and it is hereby authorized to pruchase from The Flxible Company, Loudonville, Ohio, the following ambulance:

One 1949 Flxible Buick Roadmaster Ambulance Model B22-749, with Dynaflow Drive and meeting the following general specifications,

150 h.p. overhead valve engine
4 coil springs and torque, tube drive
163-3/4" wheelbase
252- 3/4" overall length
70" height
78" width

PATIENT'S COMPARTMENT DIMENSIONS

117 "long; 49" wide between wheelhousings; 60" at belt line. 53; headroom in attendant's sedtion.

All window safety glass with automatic window regulators and hydraulic seat adjustments.

Five ply, heavy duty 8.20 x 15 super cushion tires mounted on safety rims.

Genuine leather trim throughout and Armstrong cork linoleum flooring.

Solid metallpanel rear quarters and rear side doors.

Three-quarter step floor.

Rear side dorrs hinged at front.

Chrome plated steel grill onback of partition w indow.

Full length squad bench, leather uhotlsered, left side.

Two Army type stretchers with roof mounting tie-backs; and one stretcher suspension in the roof, right side.

One Washington Police type floor atretcher.

One special first aid cabinet with inhalator compartment..

One H&H inhalator.

Rear compartment heater.

Front underseat heater and defroster.

Front and rear stream lined rooflights with motor blinker.

16 port chrome plated siren with red blinking light fornt and rear (Sireno)

Leece Neville generator

One quart Pyrene fire extinguisher.

One guide inner control spotlight, right side

One pair of deluxe clear lehs foglights.

SPECIAL ORDINANCE NO.2329 (Continued)

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Edwin C. Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine ...Nays..... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of May 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2329.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of May 1949.

Norbert G.Welch
City Clerk.

Approved this 28th day of May 1949.

Henry E Branning Jr
Mayor.

GENERAL ORDINANCE NO..2330

AN ORDINANCE TO PROHIBIT THE REMOVAL OF ANY BARRIER OR BARRICADE placed upon any street, alley, or sidewalk while the same is being repaired or improved, or driving a vehicle or walking upon such street, alley, or sidewalk.

BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section I. That hereafter whenever the Board of Public Works of the City of Fort Wayne shall place or cause to be placed anybarrier or barricade in or upon any public street alley, or sidewalk in said city because of any repairs or imrpovements to such street, alley, or sidewalk, or because of any excavation made therein for public improvement, it shall be unlawful for any person to remove or destrpy such barrier or barricade, or to drive any vehicle upon such street, alley, or sidewalk, or walk or run upon the same.

Section II Any person violating any of the provisions of Section I of this ordinance shall be fined in any sum not exceeding one hundred ($100) dollars.

Section III.This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO.2330.

F. Wade Boylan
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 18th day of June 1949.

Norbert G.Welch
City Clerk

Approved this 21st day of June 1949.

Henry E.Branning Jr
Mayor.

7PBJX

GENERAL ORDINANCE NO.2331

AN ORDINANCE AMENDING Section 14, Chapter 25 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by Amending the type of protection required by The New York, Chicago and St Louis Railroad Company at the intersection of Edsall Avenue, Glasgow Avenue, Anthony Boulevard, Runnion Avenue and Leesburg Road in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 14, of Chapter 25 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended so that the schedule of crossing protections required to befurnished by The New York, Chicago and St.Louis Railroad Company at the intersection of said Railroad with Edsall Avenue. Glasgow Avenue, Anthony Boulevard, Runnion Avenue and Leesburg Road in the city of Fort Wayne, Indiana shall be as follows: at Edsall Avenue and Leesburg Road, the crossing protection shall be automatic flashing light signals with the base of signal mast located off the traveled portion of the public highway; at Glasgow Avenue and Anthony Boulevard the protection shall be automatic flashing light signals and short arm gates with manual control by full time watchman in elevated tower to be located midway between said two intersections. The crossing protection is to be automatic for through train movements, watchman to operate protection when switching movements are involved; at Runnion Avenue the crossing protection shall be automatic flashing light signals and short arm gated with manual control by full time signalman in building to be located just west of the intersection. The crossing protection is to be automatic for through train movements, signalman to operate protection when switching movements are involved.

Section 2. All provisions of any ordinance or resolutions in conflict witj provisions of Section 1 hereof are repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

Arthur A.Herber

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine.....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2331.

F. Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 18th day of June 1949.

Norbert G.Welch
City Clrk

Approved this 21st day of June 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2332.

AN ORDINANCE regulating and controlling pedestrian traffic in certain parts of the City and providing a penalty for violation on thereof as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. Pedestrians shall not cross any street or roadway in the City of Fort Wayne, except at marked or unmarked cross walks within the district bounded on the North by St. Mary's River and Maumee River, on the East by Hanna Street, on the South by Pennsylvania Railroad, and on the West by Van Buren Street, and shall not cross any street or roadway in the City which is disignated as United States Highway or State Highway except at marked cross walks. In the remaining district if the City, pedestrians crossing any street except at marked or unmarked cross walks shall yield the right-of-way to vehicular traffic.

Section 2. Pedestrians facing a green or "Go" signal or facing a "Walk" signal where the intersection is controlled by a so called "Wait-Walk" signal may proceed across the street or roadway within any marked or unmarked cross walk. Such pedestrians shall have the right-of-way over all vehicles, including those making turns, until they have reached the opposite curb.

Section 3. Pedestrians facing a red or "Stop" signal or facing a "Wait" signal where the intersection is controlled by a "Wailt-Walk" signal shall not enter the street or roadway or step off the curb into the street or roadway until a proper signal is exhibited authorizing pedestrians to cross.

Section 4. Pedestrians facing yellow or "Caution" signal,unless they have left the curb prior to such signal being exhibited, shall regard the signal as a red or "Stop" signal. Otherwise they may regard such signal as a green or "Go" signal.
Where an intersection is controlled by a "Wait-Walk" signal, such signal shall control pedestrian traffic.

Section 5. Whenever any vehicle is stopped at a marked or unmarked cross walk at an intersection to permit a pedestrian to cross the street or roadway, the operator of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

Section 6. Whenever any inversection is controlled by signal of a police officer, the "Go or Stop" signal of such Police officer shall also control pedestrian traffic to the same effect as if such intersection were controlled by a light signal.

Section 7. Pedestrians shall move, whenever practicable,upon the right half of sidewalks and cross walks.

Section 8. It is a misdemeanor for any reason to violate any of the provisions of this ordinance, and every person found guilty of such violation shall be fined in sum not less than Two Dollars ($2.00) and not more than Ten Dollars ($10.00).

Section 9. This ordinance shall be in full force and effect after its passage, and approval by the Mayor and legal publication thereof.

Arthur A,Herber
The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes....Eight...Nays....One.
We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of June, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2332.

F. Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 18th day of June 1949.

Norbert G.Welch
City Clerk

Approved this 21st day of June 1949.

Henry E.Branning Jr.
Mayor

7PBJX

SPECIAL ORDINANCE NO. 2333

An Ordinance ratifying and approving a contract with the Martin Wrecking Company of Fort Wayne Indiana, dated May 10, 1949, for the construction of platforms for deaerating and top heaters in the generating st ation of the City Light and Power Plant of said City as amended.

WHEREAS, on the 10th day of May, 1949, the City of Fort Wayne acting by and through its Board of Publif Works duly entered intooa written contract with the Martin Wrecking Company of Fort Wayne, Indiana, for the construction of platforms for deaerating and top heaters in the gererating station of the City Light and Power Plant of said City:

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said equipment, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such equipment and fixed May 10, 1949, as the time for the receiving of such bids and proposals

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid, Martin Wrecking Company, made and submitted the best and lowest bid for said equipment and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all acts, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said Martin Wrecking Company has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to wit:

CONTRACT NO.

This agreement made and entered into this 10th day of May 1949, by and between Martin Wrecking Company of the County of Allen State of Indiana hereinafter called the "Contractor" and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organizwd under the laws of the State of Indiana) hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner, for the considerations stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everthing required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable eq uipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required for Contract No. 7. The furnishing of all labor, Materilas, Apparatus and Expendable Tools and Equipment, and all other Services required for the Construction of Platforms for deaerating and top Heaters in the Generating Station of the City Light and Power Works of the City of Fort Wayne, Indiana.

in connection with the construction of an improvement of and addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker & Emery, Engineers, and with the Contractor's, proposal now on file in the office of the Board of Public Works (except as specifically noted in the contract). all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to start the work within 30 calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and th complete all work covered by this contract within 60 calendar dats after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

SPECIAL ORDINANCE NO. 2333(continued)

The Contractor agrees to pay, and to require of his subcontractors that they pay, wage rates on work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, "Rates of"Wages" of the specifications on file in the office of the Board of Public Works.

Article II - The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current funds, the contract price of Five Thousand, Eight Hundred Seventy-Five and no/cents _____Dollars ($5,875.00)

The Owner agrees to make payments to the Contractor in accordance with paragraph, 28, "Terms of Payment", of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or ovligatory upon the City, unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after hereof, this contract xx shall become and be wholly void. To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns

IN WITNESS WHEREOF, the parties hereto have caused this intrument to be executed in three original counterparts, on the day and year first above written.
(Seal)

Attest: Helen Sheets
Title Notary Public

Martin Wrecking CO
By Howard Martin (owner)
Contractor
CITY OF FORT WAYNE, INDIANA

Attest: Joseph M.Schwartz
Secretary

_____
Mayor
Walter C.Vetter
Frank A Derck
Chauncey L. Griffith
Board of Public Works

Approved as to Form and Legality
Harry H.Hilgemann
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

That the aforesaid contract be and the same is hereby ratified and approved subject to the following:

1. That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

2. That neither the Contractor, Subcontractor, noe any person on his behalf, shall, in any manner, discriminate against or intimidate any employee for the performance of work under thss contract on account of race or color.

3. That theree may be deducted from tha amount payable to the Contractor by the City of Fort Wayne, Indiana under this Contract, a penalty of Five Dollars ($5.00) to each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

It is further understood that thr method of payment by the contractor as provided in paragraph 28 of the specifications will be as follows:

During the progrss of co truction at the site of the work, a contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and/or materials delivered. The engineers will check and approve, or check, revise and aprove the estimate.

7PBJX

Upon approval of an estimate by the engineers, eighty-five (85) per cent of the amount of the estimate, less all previous payments, shall be due and payable to the contractor.

The making of such payment shall not, however, be construed as an acceptance by the owner of the equipment, material or apparatus. The final payment under the contract, will be due and payable only after the contractor shall have fully complied with all the terms of the contract and after the engineers have approved the completed work.

Final payment shall not release the contractor from liaaility for faulty work appearing after such payment has been made.

This ordinance shall be in full force and effect from and after its passage by the council and approval by the Mayor of said city.

Edwin C. Lindenberg

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote. Ayes .....Seven.....Nays.....None.

We Hereny Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 29th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as SPECIAL ORDINANCE NO. 2333.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2334

An Ordinance ratifying and approving a contract with the Industrial Piping and Engineering Company of Fort Wayne, Indiana, dated May 10, 1949, for the construction, delivery, and erection of a complete system of steam, exhaust and water piping to serve new boiler plant auxiliaries, for, in and about the generating station of the City Light and Power Plant of the City of Fort Wayne, Indiana as amended.

WHEREAS, on the 10th day of May, 1949, the City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with the Industrial Piping and Engineering Company of Fort Wayne, Indiana, for the construction, delivery, and erection of a complete system of steam, exhaust and water piping to serve new boiler plant auxilaries, for, in and about the generating station of the City Light and Power Plant of the City of Fort Wayne, Indiana

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said equipment, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such equipment and fixed May 10, 1949, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and propsoals the aforesaid, Industrial Piping and Engineering Company, made and submitted the best and lowest bid for said equipment and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all acts, conditions, and things precendent to the execution of said contract by said City have been done and performed as required by law, and that the said Industrial and Piping and Engineering Company has given its bond for the faithful performance of said contract and the same has been properly and lefally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows to wit:

CONTRACT NO.

This agreement made and entered into this 10th day of May 1949, by and between Industrial Piping & Engineering Co. of the County of Allen State of Indiana hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner".

WITNESSETH: That the Contractor and the "Owner, for the considerations stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everthing required to be performed and shall provide and furnish all the labor, materials, necessary tools and expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required for Contract No. 8

The Furnishing of all Labor, Materials, Apparatus and expendable Tools and equipment, and all other services required for the construction, delivery and erection of a complete system of steam, exhaust and water piping to serve new boiler plant auxiliaries, for, in and about the generating station of the City light and power wroks, of the City of Fort Wayne, Indiana. in connection with the construction of an improvement of and addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker & Emery, Engineers, and with the Contractor's proposal now on file in the office of the Board of Public Works (except as specifically noted in the contract) all of which specifications and proposal are made part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to start the work within 10 calendar days after date of this contract and approval by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within 180 calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay, and to require of his subcontractors that they pay, wag wage rates on the work covered by this contract which shall not be less that the prescribed scale of wages as determined pursuant to the provisions of Chaptetr 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, "Rates of Wages," of the specifications on file on the office of the Board of Public Works.

Article II - The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current funds, the contract price of Fifty Eight Thousand, Four Hundred Twenty-Nine and no/cents.....Dollars ($58,429.00)

The Owner agrees to make payments to the Contractor in accordancewith paragraph 28, "Terms of Payment", of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayorand by its Board of Public Works, shall not be binding or obligatory up on the City, unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be excuted in three original counterparts, on the day and year first above written.

(Seal)

Attest: Helen Sheets
Notary Public

Industrial Piping & Eng Co
Henry Foey
City of Fort Wayne, Indiana

Attest: Joseph M.Schwartz
Secretary

Mayor

7PBJX

Walter C.Vetter
Frank A Derck
Chauncey L.Griffith
Board of Public Works.

Approved as to Form and Legality

Harry H Hilgemann
City Attorney

NOW,THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

That the aforesaid contract be and the sae is hereby ratified and approved subject to the following:

1. That in the hiring of employees for the performance of work in this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall ny reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

2. That neither the Contractor, or Subcontractor, nor any person on his behalf, shall, in any manner,'discriminate against or intimidate any employee for the performance of work under this contract on account of race or color;

3. That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five Dollars ($5.00) to each person for each calendar day during which such person was disrciminated against or intimidated in violation of the provision of this contract.

It is further understood that the method of payment by the contractor as provided in paragraph 28 of the specifications will be as follows:

During the progress of construction at the site of the work, a contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and or materials delivered. The engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the engineers, eighty-five (85) per cent of the amount of the estimate, less all previous payments, shall be due amd payable to the contractor. The making of such payment shall not, however, be consrued as an acceptance by the owner of the equipment, material or apparatus.

The final payment under the contract, will be due and payable only after the contractor shall have fully complied with all the terms of the contract and after the engineers have approved the completed work.

Final payment shall not relaease the contractor from liability for faulty work appearing after such payment has been made.

This ordinance shall be in full force and effect from and after its passage by the council and approval by the Mayor of said city.

Arthur A.Herber

Edwin C.Lindenberg

The Ordinance as amended was read the third time in full and on motion was now passed as amendedby the following vote.

Ayes.....Seven------Nays.....None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June, 1949, by a majority vote of all members elect, did pass the otdinance hereunto attached, and known as SPECIAL ORDINANCE NO.2334.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2335

An Ordinance authorizing the acceptance of a Quit Claim Deed and surrender of Lease from the United States of America covering Baer Field, a Airport located near the city of Fort Wayne, Indiana.

WHEREAS, the United States of America acting by and through the War Assets Administrator, has tendered to the City of Fort Wayne, Indiana a quit claim deed which covers 203.19 acres of land together with the buildings and improvements thereon located heretofore acquired by the United States of America and the surrender of a lease and all leasehold improvements located on 734.83 acres of land owned by the City of Fort Wayne, which tracts are known as Baer Field located in Allen County, Indiana, together with certain easements, airport buildings, equipment and improvements, all of which are more specifically described in said deed; and

WHEREAS, the Board of Aviation Commissioners of the City of Fort Wayne after protracted negotiations and due and careful consideration of the terms and conditions set forth in said deed, finds that the conveyance of said land and the release of said lease will be to the best interest of said City of Fort Wayne; and

WHEREAS, it is necessary and advantageous and important that the City of Fort Wayne acquire title to said Baer Field and a release of the government lease now exisiting on said land:

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section 1. That said quit claim deed and surrender of lease above referred to be and the same is hereby accepted by the City of Fort Wayne and the Board of Aviation Commissioners of the City of Fort Wayne by and through its President and Secretary and members of said Board of Aviation Commissioners and they are hereby authorized, empowered and directed to accept and execute said deed for and on behalf of the City of Fort Wayne and said Board of Aviation Commissioners is authorized and directed to file said deed in the office of the Recorder of Allen County, Indiana and after the same is recorddd, the said deed shall be filed in the office of the Comptroller of the City of Fort Wayne, Indiana.

Section 2. That the Board of Aviation Commissioners is further authorized, empowered and directed to approve said quit claim deed and surrender of the lease as presented and to agree on behalf of the City of Fort Wayne to be bound by all of its terms and conditions.

Section 3. That the action of said Board of Aviation Commissioners of the City of Fort Wayne in signing the acceptance of said deed and surrender of lease on behalf of the City of Fort Wayne and the action of the Secretary of said Board in attesting the signatures of the President and Secretary and members of said Board of Aviation Commissioners be and the same is hereby ratified and approved.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Julian F.Franke Jr

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Seven....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2335.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of June 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of June 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2336

AN ORDINANCE ratifying and approving a supplemental agreement with INDIANA MICHIGAN ELECTRIC COMPANY amending and modifying agreement for temporary electric service, dated April 27, 1948, with INDIANA SERVICE CORPORATION (PREDECESSOR IN INTEREST TO INDIANA & MICHIGAN ELECTRIC COMPANY), as amended and modofied by supplement agreements, dated August 30, 1948, and September 28, 1948, respectively.

WHEREAS, heretofore on, to-wit: June 14, 1949, the City of Fort Wayne, Indiana, acting by and througj its Board of Public Works, entered into a supplemental agreement with Indiana & Michigan Electric Company amending and modifying the agreement for temporary electric service, dated April 27, 1948, with Indianan Service Corporation (predecessor in interest to Indiana & Michigan Electric Company), as amended and modified by supplemental agreements, dated August 30, 1948, and September 28, 1948, respectively, which said supplemental agreement is in words and figures following, to-wit:

0.1 THIS SUPPLEMENTAL AGREEMENT entered into this 14th day of June, 1949, A.D., between Indiana & Michigan Electric Company (successor in interest to Indiana Service Corporation) , an Indiana Corporation (hereinafter called the "Company"), and City of Fort Wayne, a municipal corporation in the County of Allen, in the State of Indiana (hereinafter called the "City"), acting by and through its duly authorized Board of Public Works, WITNESSETH:

0.2 WHEREAS, Indiana Service Corproation (predecessor in interest to the Company) and the City entered into a written agreement under date of April 27, 1948, A.D., for the temporary interconnecting of the two electric systems of such parties and the temproary furnishing by Indiana Service Corporation to City of electrical energy required by the City during the period of inspecting and overhauling its two 15,000 kw turbo-generators upon the terms and conditions therein contained; and

0.3 WHEREAS, Indiana Service Corporation and the City entered into and agreement under date of August 30, 1948, supplemental to the said agreement of April 27, 1948, extending the termination date of said agreement of April 27, 1948, from Midnight August 31, 1948, to Midnight of September 30, 1948; and

0.4 WHEREAS, on August 31, 1948, Indiana Service Coproation was, under the laws of the State of Indiana, merged into Indiana & Michigan Electric Company (the Company); and

0.5 WHEREAS, the Company and the City entered into an agreement under date of September 28, 1048, supplemental to the said agreement of April 27, 1948, as heretofore modified by said agreement of August 30, 1948, extending the termination date of said agreeement of April 27, 1948, as so modified from Midnight of September 30, 1948, to Midnight of June 30, 1949, and modify certain provisions and conditions of said main agreeement of April 27, 1948; and

0.6 WHEREAS, the City is now engaged in constructing additional electric generating capacity in its Lawton Park Station located in the City of Fort Wayne, and it is estimated that such construction will be completed on or about March 1, 1950; and

0.7 WHEREAS, due to the present electric load on the City's electric system and the anticipated load growth therein prior to the completion of such additional generating capacity and in order to furnish reasonably adequate and reliable electric service to its customers, it is in the interest of the City to continue the interconnection of its electric system with the electric system of the Company to Midnight of February 28,1959; and

0.8 WHEREAS, the parties hereto desire to amend and supplement as hereinafter set forth said agreement of April 27, 1948, as amended and supplemented by said agreements of August 30, 1948, and September 28, 1948, respectively, so as to provide for the aforesaid continuation of the interconnection of their respective electric systems and the furnishing of electric capacity and energy by each of the parties hereto to the other party up to Midnight of February 28, 1950.

0.9 NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is mutually agreed between the parties hereto as follows, to-wit:

1.1 Section 1.1 of said agreement of April 27, 1948, as amended and modified by said agreements of August 30, 1948, and September 28, 1948, is hereby amended to read as follows:

"1.1 This agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City. The period for furnishing electric capacity and energy (hereinafter called "Service Period') under this agreement as amended and modified by said two prior supplemental agreements and the supplemental agreement of this date shall commence at 12:01 A.M. on Octiber 1, 1948, and shall end at Midnight of Februaru 28, 1959; provided, however, that said agreement of April 27, 1948, as amended and modified by said supplemental agreement of August 30, 1948, shall continue in full force and effect until Midnight of Septemner 30, 1948; and provided further that said termination shall not relieve or release either party from any obligation or liability incurred hereunder."

2.1 Section 1.1 of saidagreement of April 27, 1948, as amended above shall be in lieu of Section 1.1 as the same now appears in siad supplemental agreement of September 28, 1948, and as do amended said Section 1.1 shall constitute and be a part of said agreement of April 27, 1948, as so amended and modified by said two prior supplemental agreements and this supplemental agreement shall in all things be in full force and effect.

3.1 This supplemental agreement shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Supplemental Agreement as of the day and year first above written.

INDIANA & MICHIGAN ELECTRIC COMPANY
BY
C.V. Sorenson
(C.V.Sorenson) Vice President and
General Manager

GENERAL ORDINANCE NO. 2336 (continued)

Attest:
E.A.Luhman
(E.A.Luhman) Assistant Secretary
Approved as to form and legality
Harry H.Hilgemann
(Harry H.Hilgemann) City Attorney

CITY OF FORT WAYNE
BY
Walter C. Vetter
(Walter C.Vetter) Chairman

Frank A Derck
(Frank A.Derck)

Chauncey L.Griffith
(Chauncey L.Griffith)

ATTEST:
Joseph M.Schwartz
(Joseph M.Schwartz) Secretary

Its Board of Public Works

WHEREAS, the foregoing supplemental agreement is now presented to the Common Council of the City of Fort Wayne, Indiana, for ratification and approval; and

WHEREAS, all acts, conditions and things precedent to the execution by the Board of Public Works of the City of Fort Wayne of this supplemental agreement have been effected and been proper;y done in regular and due form as required by law, and the Common Council is of the opinion that said supplemental agreement should be ratified and approved:

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Fort Wayne, Indiana:

1. That the aforesaid supplemental agreement with Indiana & Michigan Electric Company amending and modifying the agreement for temporary electric service, dated April 27, 1948, with Indiana Service Corporation (predecessor in interest to Indiana & Michigan Electric Company), as amended and modified by supplemental agreements, dated August 30, 1948, and September 28, 1948, be, and the same is hereby, approved, ratified and confirmed, and shall be in full force and effect from and after the date this ordinance becomes effective.

2. That this ordinance shall take effect and be in force from and after its passage approval by the Mayor.

Arthur A.Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Seven--Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2336.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
Clity Clerk

Approved this 6th day of July 1949.

Henry E Branning Jr
Mayor.

GENERAL ORDINANCE NO.2337

AN ORDINANCE amending Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, of 1946, by adding to said section the prohibition of parking at all times on both sides og Main Street from Washington Road (U.S.Highway No.24), to Davis Street, and both sides of Leesburg Road from Main Street to Montcalm Street, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by prohibiting parking at all times on both sides of Main Street from Washington Road (U.S.Highway No.24), to Davis Street, and on both sides of Leesburg Road from Main Street to Montcalm Street, in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas.H.Boyer

The Ordinane was read the third time in full and on motion was now passed by the following vote: Ayes;;;;;Seven ....Nays...None.

We Hereby Certify, That the Common Council fo the City of Fort Wayne, Indiana, at aregular meeting held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2337.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henery E.Branning Jr
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2338

AN ORDINANCE amending Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, of 1946, by adding to said section the prohibition of parking at all times on the North side of Wayne Trace from Fletcher Avenue to Anthony Boulevard, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Section 62, Chapter 31 of the Municipal Code of he City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by prohibiting parking at all times on the North side of Wayne Trace from Fletcher Avenue to Anthony Boulevard, in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vot e. Ayes.....Seven...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO,2338.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henry E.Branning jr.
Mayor.

GENERAL ORDINANCE NO.2339

AN ORDINANCE amending Section 62, Chapter 31 of the Municipal Code of the Municipal Code of the City of Fort Wayne, Indiana, of 1946, by adding to said section the prohibition of p arking at all times on the South side of Wilt Street from College Street to Nelson Street, in the City of Fort Wayne Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OFTHE CITY OF FORT WAYNE. INDIANA:

Section 1. Section 62, Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana., 1946, be and the same is hereby amended by prohibiting parking at all times on the South side of Wilt Street from College Street to Nelson Street, in the City of Fort Wayne, Indiana

Section 2. This ordinance shall be in full force and effect from and after its passage and aproval by the Mayor.

Chas. A.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Seven...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June 1949, by a amjority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2339.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presneted to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2340

AN ORDINANCE amending Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, of 1946, by adding to said section the prohibition of parking at all times on the north side of Jones Street between Garden Street and Rockhill Street in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by prohibiting parking at all times on the north side of Jones Street between Garden Street and rockhill Street in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Edwin C.Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes...Seven...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeging held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2340.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henry E.Branning Jr
Mayor,

GENERAL ORDINANCE NO.2341

AN ORDINANCE, changing, amending and supplemental General Ordinance No. 1436 and the same being: "An ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Two (2) of the map which is a part of General Ordinance No.1436 as above described, be changed from those of a "C" district to those of an "E" district on the area described as follows, to-wit:

Lots numbered 20, 21, and the West 24 feet of Lot 22 in Hugh B. Reed Addition to the City of Fort Wayne, being on the Southeast corner of VanBuren Street and Superior St. in Fort Wayne.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after public hearing thereon as provised by law, and its passage and approval by the Mayor and legal publication thereon.

Chas. H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Seven...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June 1949, by a majority vote of all members elect, did pass the ordinance hereunto a ttached, and known as GENERAL ORDINANCE NO. 2341.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G. Welch
City Clerk.

Approved this 6th day of July, 1949.

Henery E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2342

AN ORDINANCE amending Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, of 1946, by adding to said section the prohibition of parking at all times on the North side of Fifth Street from Harrison Street to Cass Street, in the City of Fort Wayne Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Section 62, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by prohibiting parking at all times on the North side of Fifth Street from Harrison Street to Cass Street, in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full face and effect from and after its passage and approval by the Mayor.

Arthur A.Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes.....Seven...Nays.... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June, 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and know as GENERAL ORDINANCE NO.2342.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July 1949.

Henery E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2343

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to sell certain personal property.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Safety of the City of Fort Wayne, be and it is hereby authorized to sell the following personal property, to-wit:

One (1) Aerial Fire Truck now located in No.3 Engine House and described as a 1918 Model Seagrave Truck, Chain Drive, Motor [illegible] No.A1095; rebuit in 1931 and thereafter designated Model 6-CT, Serial No. 22077.

Section 2. That the Board of Public Safety of the City of Fort Wayne direct the city attorney of the City of Fort Wayne to file in the Circuit Court a petition for the appointment of appraisers to appraise said personal property as provided by law.
That the Board of Public Safety be and it is hereby authorized to sell said personal property for not less than the full appraised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana, be and he is hereby authorized to execute any necessary papers to the purchasers of the aforementioned personal property, and to be attested by the City Clerk of the City of Fort Wayne, Indiana.

4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul M.Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Seven...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of June, 1949, by a majority vote of all menbers elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2343.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 5th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of July. 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2344

An Ordinance ratifying and approving a contract with John Dehner, Inc. of Fort Wayne, Indiana, dated June 28, 1949, for the furnishing of all labor, materials, apparatus, and expendable tools and equipment and all other services as required for the construction of one (1) system of intercepter sewers, and apprutenances, in Belmont Addition to the City of Fort Wayne, Indiana.

WHEREAS, on the 28th day of June, 1949, the City of Fort Wayne, acting by and through its Board of Public Works, duly entered into a written contract with John Dehner, Inc. pf Fort Wayne, Indiana, for the furnishing of all labor, materials, apparatus, and expendable tools and equipment and all other services required for the construction of one (1) system of intercepter sewers and apprutenances, in Belmont Addition to the City of Fort Wayne.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said installation of a system of intercepter sewers and appartenances,and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such installation and fixed June 28, 1949, asthe time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid, John Dehner, Inc., made and submitted the best and lowest bid for said installation of a system of intercepter sewers and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all act, conditions, and things precednet to the execution of said contract by said City have been done and performed as required by law, and that the said John Dehner Inc., has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the CommonCouncil of said City forratification and approval, which contract is in the words and figures as follows, to wit:

CONTRACT FOR INSTALLATION

OF

INTERCEPTER SEWER

This agreement made and entered into this 28th day of June, 1949, by and between John Dehner, Inc., of the County of Allen, State of Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen, and State of Indiana, (Municipal Corporation organized under the laws of the State of Indiana) hereinafter called the "Owner", WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

Article I - Scope of the Works: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, and expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required in installing one (1) system of sewers known as Contract No. 45:

The furnishing of all labor, materials, apparatus and expendable tools and equipment and all other services required for the construction of one (1) system of Intercepter Sewers and appurtenances covered by Items 1 to 20, inclusive, in the Belmont Addition to the City of Fort Wayne, Indiana.

All of the above work, materials, and apparatus are to be in accordance with the plans, specicifations, and special provisions on file in the office of the Board of Public Works, as provided by the City Utilities' Engineering Department and with the Contractor's proposal now on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this Contract, as fully and effectually as of copied herein at full length.

The Contractor agrees to start the work within thirty (30) calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within two-hundred forty (240) calendar days after date of this contract and approval of the same by the Common Council of the City, of Fort Wayne, Indiana.

The Contractor agrees to pay and require of his subcontractors that they wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assebmly of Indiana of 1935.

Article II - Contract Price: The Owner shall pay to the Contractor for the performance of this contract in current funds the contract price of thirty-five thousand two hundred twenty one dollars and sixty-fice cents ($35,221.65).

During the progress of construction at the site of the work, the Contractor may submit as estimate on or about the first of each month of the value of the construction completed and/or materials delivered. The Engineers will check and approve or check, revise, and approve the estimate. Upon approval of the estimate by the Engineers eighty-five (85) per cent of the amount of the estimate less all previous payments shall be due and payable to the Contractor, The making of such payments shall not, however, be construed as an acceptance by the Owner of the equipment, materials, or apparatus. The final payment under the con tract will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made. This contract although executed onbehalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works shall not be obligatory or binding upon the City unless and until it shall have first been approved by the Common Council of said City and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

SPECIAL ORDINANCE NO. 2344 (continued)

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts, on the day and year first above written.

(Seal)
Gerald Dehner
Secretary
(Title)

John Dehner Inc
By John Dehner
President
Contractor

CITY OF FORT WAYNE, INDIANA

ATTEST:
Joseph M Schwartz
Secretary

Mayor

Walter C Vetter
Frank A Derck
Chauncey L Griffith
Board of Public Works

Approved as to Form and Legality
Harry H.Hilgemann
City Attorney

NOW, THEREFORE, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved subject, however, to the following conditiond:

(1) That in the hiring of employees for the perfromance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(2) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color; and

(3) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract;

This ordinance shall be in full force and effect from and after its passage by the Common Council and the approval by the Mayor of said City.

Julian F Franke Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes/....Nine,.....Nays.....None,

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a egular meeting, held on the 12th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2344.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 15th day of July 1949.

Norbert G.Welch
City Clerk.

Approved this 20th day of July 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2345

An Ordinance ratifying and approving a contract with The Weikel Construction Company, Inc., of Fort Wayne, Indiana, dated June 28, 1949, for the installation of a system of water mains on Lake Avenue from Anthony Boulevard to Randallia Drive, thence North approximately 260 feet to the south entrance then into the grounds of the United States Veterans Administration Hospital of Allen County, Indiana.

WHEREAS, onthe 28th day of June, 1949, the City of Fort Wayne, acting by and through its Board of Public Works, duly entered into a written contract with the Weikel Construction Company, Inc. of Fort Wayne, Indiana, for the installation of a system of water mains on Lake Avenue from Anthony Boulevard toRandallia Drive, thence North approximately 260 feet to the South entrance then into the grounds of the United States Veterans Administration Hospital of Allen County, Indiana.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said installation of a system of water mains, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such repairs and fixed June 28, 1949, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aofresaid, The Weikel Construction Company Inc. made and submitted the best and lowest bid for said installation of a system of water mains and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all acts, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said The Weikel Construction Company,Inc. has given its bond for the faithful performance of said contract and the same has been properly andlegally executed by its authorized officers, and said company has in all things

complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows, to wit:

CONTRACT FOR THE INSTALLATION OF A SYSTEM OF WATER MAINS

This agreement made and entered into this 28th day of June, 1949, by and between The Weikel Construction Company, Incorproated of the County of Allen, State of Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner, for the consideration stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, bank run gravel for back fill, concrete, reinforced steel, and all the necessary tools required to perform and complete in a workmanlike manner, allof the work required for the installation of a system of water mains on Lake Avenue from Anthony Boulevard to Randallia Drive, thence north approximately two-hundred and sixty (260) feet to the south service entrance into the grounds of the United States Veterans Administration Hospital adjoining the City of Fort Wayne in Allen County, all of which work, and materials are to be in accordance with the specifications and special provisions on file in the office of the Board of Public Works as provided by the Water Works Engineers of said City, and with the Contractor's proposal now on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length

The Contractor agrees to start the work within ten (10) calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within thirty (30) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay, and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

Article II - The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current funds, the contract price of six-thousand, nine-hundred, and forty-eight Dollars and forty-nine cents ($6,948.49).

During the progress of construction at the site of the work, the Contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and or his materials delivered. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers, eighty-five (85)per cent of the amount of the estimate, less all previous payments, shall be fue and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the equipment, materials or apparatus.

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

This Contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City, unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the Cityfail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, on the day and year first above written.

The Weikel Constrction Co Inc
D.I.Weikel President
Contractor

(Seal)
Attest:
M.R.Miller
Sec.

CITY OF FORT WAYNE, Indiana

Mayor
Walter C Vetter
Frank A Derck
Chauncey L Griffith
Board of Public Works

Attest:
Joseph M Schwartz
Secretary
Approved as to Form and Legality
Harry H.Hilgemann
City Attorney

NOW THEREFORE, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved subject, however, to the following conditions:

(1) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither,the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and avilable to perform the work to which the employment relates:

(2) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intmidate any employee hired for the performance of work under this contract on account of race or color; and

(3) That there may be deducted from the account payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00)Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract;

SPECIAL ORDINANCE NO.2345 (continued)

This ordinance shall be in full force and effect fromand after its passage by the Commonx Counc cil and the approval by the Mayor of said City.

Edwin C Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes;;;;;Nine....Nays.....Nonx.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, a at a regular meeting, held on the 12th day of July, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2345.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 15th day of July 1949.

Norbert G.Welch
City Clerk.

Approved this 20th day of July 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2346

AN ORDINANCE ratifying and approving a contract with John Dehner, Inc,,Dated 28 June 28, 1949, for the Installation of a system of Water Mains to the United States Veterans Hospital.

WHEREAS, on the 28th day of June, 1949, The City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with John Dehner, Inc., Fort Wayne, Indiana, for a System of Water Mains on Forest Avenue from Anthony Boulevard to Randalia Drive, Thence south approximately 848 feet to the north entrance of the United States Veterans Hospital Property.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for a system of water mains on Forest Avenue from Anthony Boulevard to Randalia Drive, Thence south approximatley 848 feet to the north entrance of the United States Veterans Hospital Property, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such installation and fixed June 28, 1949, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the afore said, John Dehner, Inc., made and submitted the best and lowest bid for said installation and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, ALL ACTS, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said John Dehner, Inc., has given bond for the faithful performance of said contract and the same has been properly xx and legally executed by its authorized officers, and said John Dehner, Inc. Has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval., which contract is in the words and figures as follows, to wit:

Contract For The Installation of a System of Water Mains

This agreement made and entered into this 28th day of June, 1949, by and between John Dehner, Incorporated, a corporation, of the County of Allen, State of Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner, for the consideration stated herein, agree as follows:

Article I - Scope of the Work: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, bank run gravel for back fill, concrete, reinforced steel, and all the necessary tools required to perfrom and complete in a workmanlike manner, all of the work required for the installation of a system of water mains on Forest Avenue from Anthony Boulevard to Randallia Drive, thence south approximately eight-hundred and forty-eight (848) feet to the north entrance into the United States Veterans Hospital property adjoining the City of Fort Wayne in Allen County, all of which work, and materials are to be xxx in accordance with the specifications and special provisions on file in the office of the Board of Public Works as provided by the Water Works Engineers of said City, and with the Contractor's proposal now on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to start the work within ten (10) calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within thirty (30) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay, and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

Article II - The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current funds, the contract price of four-thpusand, six-hundred and five dollars and twenty cents ($4,605.20).

During the progrss of construction at the site of the work, the Contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and/or his materials delivered. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers, eighty-five (85) per cent of the amount of the estimate, less all previous payments, shall be due and payable to the Contractor. The making of such payments shall not, however, be construed as an acceptance by the Owner of the equipment, material or apparatus.

SPECIAL ORDINANCE NO.2346 (continued)

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied will al the terms of the contract and after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has beenmade.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City, unlessand until it shall have first been approved by the Common Council of said City, and should the Common Council of the Cityfail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned each for himself, bind itself, its successors and assigns.

IN WITNESSETH WHEREOF, the parties hereto have caused this intrument to be executed in three original counterparts, on the day and year first above written.

(Seal)
Attest:
Gerald Dehner
(Title) Secretary

John Dehner Inc
By John Dehner, Pres
Contractor

CITY OF FORT WAYNE, INDIANA

Mayor

ATTEST:
Joseph M.Schwartz
Secretary

Walter C.Vetter
Frank A Derck
Chauncey L. Griffith
Board of Public Works

Approved as to form and legality
Harry H.Hilgemann
City Attorney

NOW, Therefore, Be it ordianed by the Common Council of the City of Fort Wayne that the aforesaid contractbe, and the same hereby is ratified and approved subject, however, to the following conditions:

(1) That in the hiring of employees for the performance of work on this contract or any subcontractor hereunder, neither the contractor, subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(2) That neither the contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or imtimidate any employee hired for the performance of work under this contract on account of race or color; and

(3) That there may be deducted from the amount payabel to the contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract.

This Ordinance shall be in full force and effect from and after its passage by the Common Council and the approval by the Mayor of said City.

Carl A.Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Nine.....Nays....None.

We Hereby Vertify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2346.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 15th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 20th day of July 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2347

AN ORDINANCE amending Section 63, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking to sixty minutes on the south side of Woodland Avenue between Calhoun Street and Harrison Street in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, Indiana.

Section 1. That Section 63, Chapter 31 of the Municipal Code of the City of Fort Wayne, 1946, be and the same is hereby amended by prohibiting the operator of any vehicle to park such vehicle between the hours of 8:00 o'clock A.M., and 6:00 o'clock P.M., of any day except Sundays and Public Holidays longer than Sixty minutes on the south side of Woodland Avenue between Calhoun Street and Harrison Street in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Julian F Franke Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays.....None.

We Hereby Certify, That the Common Council of he City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2347.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 15th day of July 1949.

Norbert G.Welch
City Clerk

Approved this 20th day of July 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2348

An Ordinance ratifying and approving a contract with the Ruckman-Hansen, Inc. of Fort Wayne, Indiana, dated June 28, 1949, for the repair of the Wells Street Bridge in the City of Fort Wayne, Indiana.

WHEREAS, on the 28th day of June, 1949, the City of Fort Wayne acting by and through its board of Public Works duly entered into a written contract with the Ruckman-Hansen, Inc. of Fort Wayne Indiana, for the repair of the Wells Street Bridge in the City of Fort Wayne, Indiana.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said repairs and caused the same to be filed with said Board, and thereafter duly advertised for bids proposals for such repairs and fixed June 28, 1949, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid, Ruckman-Hansen, Inc. made and submitted the best and lowest bid for said repairs and the said Board thereafter duly awarded said contract to said company;

AND WHEREAS, all acts, conditions, and things precedent to the execution of said contract by said City have been done and performed as required by law, and that the said Ruckman-Hansen, Inc. has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of said City for ratification and approval, which contract is in the words and figures as follows, to wit:

CONTRACT FOR REPAIRS OF WELLS STREET BRIDGE

This agreement made and entered into this 28th day of June, 1949, by and between Ruckman-Hansen, Incoporated of the County of Allen, State of Indiana hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner, for the considerations stated herein, agree as follows:

Article I- Scope of the Work: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor materials, necessary tools and expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required in making the repairs to the Wells Street Bridge over the St. Mary's River in Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the plans, specifications, and special provisions on file in the office of Board of Public Works as provided by Darling and Darling, Engineers and with the Contractor's proposal now on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

The Contractor agrees to start the work within thirty (30) calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within seventy-five (75) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay, and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935.

Article II-The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current funds, the contract price of twenty-three thousand, three-hundred and forty-one Dollars and ninety-five Cents ($23,341.95).

During the progress of construction at the site of the work, the Contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and/or materials delivered. The Engineers will check and approve, or check, revise and approve the estimate by the Engineers, eighty-five (85) per cent of the amount of the estimate, less all previous payments, shall be due and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the equipment, material or apparatus.

UPON APPROVAL OF AN ESTIMATE BY THE ENGINEERS,

SPECIAL ORDINANCE NO. 2348 (Continued)

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

This contract, although executed on behalf of the City of Fort Wayne, Indiana, by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City, unless and until it shall have first been approved by the Common Council of the City, and IF they fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, on the day and year first above written.

(Seal)
Attest:
Phil Ruckman Secretary
Carl D. Wimer
Officer Manager
TITLE

Ruckman-Hansen, Inc.
BY: Phil Ruckman
Sec. and Treas.
By: Niels S. Hansen
Pres.
CONTRACTOR

CITY OF FORT WAYNE, INDIANA

MAYOR

Attest:
Joseph M. Schwartz
Secretary
Approved as to form and legality
Harry H. Hilgemann
City Attorney

Walter C. Metter
Frank A. Derck
Chauncey L. Griffith
Board of Public Works

NOW, Therefore, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved subject, however, to the following conditions:

(1) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the contractor, Subcontractor, now any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(2) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color; and

(3) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract;

This ordinance shall be in full force and effect from and after its passage by the Common Council and the approval by the Mayor of said City.

The ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Eight.....Nays.....None.

We Hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2348.

E.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 2 day of August 1949.

Norbert G. Welch
City Clerk

Approved this 3 day of August 1949.

Henry E Branning Jr
Mayor.

An Ordinance appropriating certain funds of the budget of the Board of Public Works to the general fund of the City of Fort Wayne, and appropriating certain funds from the general fund of the City of Fort Wayne to the budget of the Board of Public Works of said city, and declaring an emergency for said appropriation.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section I. That there is hereby appropriated the sum of Nine Hundred Dollars ($900.00) from Item No. 121 d, salaries and wages, temporary of the budget of the Board of Public Works of the City of Fort Wayne, to the general fund of the City of Fort Wayne, Indiana.

Section II.--That there is hereby appropriated from the general fund of the City of Fort Wayne, Indiana, the sum of Nine Hundred Dollars ($900.00) to Item No. 332 d, oil, city street department, of the budget of the Board of Public Works of said city.

Section III.--That an extraordinary emergency exists for the appropriation of the aforesaid sums.

Section IV.--That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Carl A. Kiter

I hereby recommend the appropriations set forth in the foregoing ordinance.

Arthur Fruechtenicht
Controller, City of Ft. Wayne, Ind.

The Ordinance was read the third time in full and on motion was now passed by the following vote.....Ayes.....Eight.....Nays.....None.

SPECIAL ORDINANCE NO. 2349

An Ordinance ratifying and approving a contract with Theodore H. Buesching and Theodore F. Buesching, partners doing business as the Mid-State Construction Company of Fort Wayne, Indiana, dated June 28, 1949, for the construction of building alterations at the generating station of the City Light and Power Works, including the construction of a concrete turbine foundation.

WHEREAS, on the 28th day of June, 1949, the City of Fort Wayne acting by and through its Board of Public Works duly entered into a written contract with Theodore H. Buesching and Theodore F. Buesching, partners doing business as the Mid-State Construction Company of Fort Wayne, Indiana, for the construction of building alterations at the generating station of the City Light and Power Works, including the consturction of a concrete turbine foundation.

AND WHEREAS, before the execution of said contract the said City by and through its Board of Public Works caused plans and specifications to be prepared for said construction of said building alterations, including the construction of a concrete turbine foundation, and caused the same to be filed with said Board, and thereafter duly advertised for bids and proposals for such construction and repairs and fixed June 28, 1949, as the time for the receiving of such bids and proposals;

AND WHEREAS, at the said time for the receiving of such bids and proposals the aforesaid, Theodore H. Buesching and Theodore F. Buesching, partners doing business as the Mid-State Construction Company, made and submitted the best and lowest bid for construction and said/ repairs and the said Board thereafter duly awarded said constract to said company; 3410

AND WHEREAS, all acts, conditions, and things precedent to the execution of said contract by said City have been done and performed as required law, and that the said Theodore H. Buesching and Theodore F. Buesching, partners doing business as the Mid-State Construction Company, has given its bond for the faithful performance of said contract and the same has been properly and legally executed by its authorized officers, and said company has in all things complied with the law in the execution of the same, and said contract is now submitted to the Common Council of Said City for ratification and approval, which contract is in the words and figures as follows, to wit:

CONTRACT NO.9

This agreement made and entered into this Twenty-Eighth day of June, 1949, by and between Theodore H. Buesching and Theodore F. Buesching, doing business as Mid-State Construction Company, of the County of Allen, State of Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, County of Allen and State of Indiana (a municipal corporation organized under the laws of the State of Indiana), hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner, for the considerations stated herein, agree as follows:

ArticleI-Scope of the Work: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required for Contract No. 9.

The furnishing of all labor, materials, apparatus and expendable tools and equipment, and all other services required for the construction of building alterations at the generating station of the City of Fort Wayne, Indiana, including the construction of a concrete turbine foundation.

In Connection with the construction of an improvement of an addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the specifications prepared by Emery, Marker & Emery, Engineers, and with the Contractor's proposal now or file in the office of the Board of Public Works (except as specifically noted in the contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full lenght.

The Contractor agrees to start the work within 5 calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

The Contractor agrees to pay, and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph 30, "Rates of Wages", of the specifications on file in the office of the Board of Public Works.

Article II- The Contract Price: The Owner shall pay to the Contractor, for the performance of this contract, in current, in current funds, the contract price of Thirty-Six Thousand Two Hundred Forty-Eight and No/100------Dollars ($36,248.00).

The Owner agrees to make payments to the contractor in accordance with paragraph 28, "Terms of Payment", of the specifications on file in the office of the Board of Public Works.

The Contractor agrees that, if in the opinion of the Owner, it becomes necessary to change the machinery foundations (including turbine foundation) to furnish the material for and complete the work, whether it be more or less, in accordance with the schedule of unit prices set forth in his proposal, provided that the additional depth of excavation beyond the requirements of the plans does not exceed four (4) feet.

The Contractor further agrees that, if in the opinion of the Owner, it becomes necessary to extend the depth of the machinery foundations (including turbine foundation) bevond four (4) feet in excess of the requirements of the plans, the Owners shall have the right to contract with others than the Contractor hereunder for the additional work required.

This contract, although executed on behalf of the City of Fort Wayne, Indiana by its Mayor and by its Board of Public Works, shall not be binding or obligatory upon the City, unless and until it shall have first been approved by the Common Council of said City, unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, its successors and assigne.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, on the day and year first above written.

(Seal)
Attest:

_____
_____
(Title)

Mid-State Construction Co.
THEO F. Fuesching
_____
_____
Contractor

City of Fort Wayne, Indiana

Attest:
Joseph M. Schuartz
Secretary

_____
Mayor

Approved as to Form and Legality
Harry J. Hilgemann
City Attorney

Walter C. Vetter
Frank a. Derck ERK
Chauncey R. Griffith GR
Board of Public Works

NOW, THEREFORE, be it ordained by the Common Council of the City of Fort Wayne that the aforesaid contract be, and the same hereby is ratified and approved subject, however, to the following conditions:

(I) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(2) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color; and

(3) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision of this contract.

This ordinance shall be in full force and effect from and after its passage by the Common Council and the approval by the Mayor of said City.

SPECIAL ORDINANCE NO. 2349(Continued)

The Ordinance was read the third time in full and on motion was now passed by the following vote .....Ayes.....Eight.....Nays.....None.....

We Hereby certify, that the Common Concil of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of July 1949, by a Mayority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2349.

F.Wade Boylan
president

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 2 day of August 1949.

Norbert G. Welch
City Clerk

Approved this 3 day of August 1949.

Henry E.Branning Jr.
Mayor

GENERAL ORDINANCE NO. 2350

AN ORDINANCE amending Chapter 31 Sections 64 and 66 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by reducing the parking restriction on both sides of Calhoun Street from Grand Street to the south sides of DeWald Street from one hundred twenty minutes to one hour.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section I. That Chapter 31, Section 66 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended in this, that parking on both sides of Calhoun Street from Grand Street to the south side of the south side of DeWald Street be changed from one hundred twenty minutes to one hour during any two successive hours between the hours of 7:00 A.M., and 6:00 P.M., on any day excepting Sundays andpublic holidays.

Section II. That Chapter 31, Section 64 of the Municipa; Code of The City of Fort Wayne, Indiana, be amended by prohibiting parking to one hour in any two successive hours at any time between the hours of 7:00A .M. and 6:00 P.M., on any days except Sundays and public holidays on both sides of Calhoun Street from Grand Street to the south side of DeWald Street.

Section III. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote..... Ayes.....Eight.....Nays.....None.....

We Hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of July 1949, by a Majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2350.

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 2 day of August 1949.

NORBERT G. WELCH
City Clerk

Approved this 3 day of August 1949.

Henry E Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2351

An Ordinance amending Chapter 31, Section 64 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking for one hour on north side of Spring Street from Sherman Street to Andrews.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section I. That Chapter 31, Section 64 of the Municipal Cods of the City of Fort Wayne, Indiana, 1946, be amended by also limiting parking to one hour in any two successive hours at any time between the hours of 7:00 A.M., to 6:00P.M., on any days except Sundays and public holidays on the north side of Spring Street from Sherman Street to Andrews Street.

Section II. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote.....Ayes....Eight.....Nays.....None.....

We Hereby certify, That the Common Council of the City of Fort Wayne , Indiana, at a regular meeting, held on the 26th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2351.

F.Wade Boylan
President

Nobert G. Welch
City Clerk

Presented to the Mayor for approval on the 2 day of August 1949.

Norbert G. Welch
City Clerk

Approved this 3 day of August. 1949.

Henry E Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2352.

An Ordinance amending Chapter 31, Section 62 or the Municipal Code of the City of Fort Wayne, Indiana, 1946. by prohibiting parking on certain additional streets.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section I. That Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana:1946, be amended by prohibiting parking at all times upon the following additional streets:

BROADWAY- east side, from the north line of Oakdale Drive for a distance of 170 feet north thereof.

BROADWAY- east side from the south line of Washington Street for a distance of 100 feet south thereof.

BROADWAY- west side from the north line of Jefferson Street for a distance of 95 feet north thereof.

DUBOIS- west side from the north line of Wayne Trace for a distance of 60 feet north thereof.

SPRING STREET - south side from Franklin Avenue to Wells Street.

WILLIAMS STREET - north side Harrison Street to Clinton Street.

BUCHANNAN STREET-south side from Weisser Park Avenue to John Street.

BUCHANNAN STREET-north side from the west line of John Street for a distance of 50 feet west thereof.

TAYLOR STREET- south side from west line of Fairfield Avenue to first alley west thereof.

CLAY STREET- west side from Wayne Street to Columbia Street.

MAIN STREET- south side from west line of Clay Street for a distance of 100 feet west thereof.

GLASGOW AVENUE- east side from Nickel Plate Railroad to Maumee Avenue.

OSAGE STREET- ~~East~~ West side from Main Street to Boone Street.

ELIZABETH STREET- north side from East line of Lafayette Street for a distance 115 feet east thereof.

FAIRFIELD AVENUE- west side from north line of Taylor Street for a distance 100 feet north thereof.

HARRISON STREET- west side from north line of Jefferson Street for a distance 75 feet north thereof.

HARRISON STREET- east side from south line of Jefferson Street for a distance 59 feet south thereof.

HARRISON STREET- east side from south line of Washington Street for a distance 80 feet south thereof.

HARRISON STREET- west side from north line of Washington Street for a distance 65 feet north thereof.

HARRISON STREET- west side from north line of Wayne Street for a distance ~~55~~ 60 feet ~~south~~ thereof.

NORTH HARRISON STREET - East side from south line of Wayne Street for a distance of 55 feet south thereof.

HARRISON STREET -east side from south line of Berry Street for a distance 60 feet south thereof.

HARRISON STREET- west side from north line of Berry Street for a distance 68 feet north thereof.

Section II That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote.....Ayes.....Eight.....Nays.....None.

We Hereby certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of July 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2352.

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 2 day of August 1949.

Norbert G. Welch
City Clerk

General Ordinance No. 2352(Continued)

Approved this 3 day of August 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2353

AN ORDINANCE annexing and making a part of the City of Fort Wayne in certain described territiry contiguous to the South-west part of the city.

WHEREAS, heretofore on the 28th day of June, 1949, more than fifty-one (51) per cent of the persons owning property within a certain described territiry filed their petition with the Common Council of the City of Fort Wayne to have said territory annexed to the City of Fort Wayne, and

WHEREAS, such petition has been filed pursuant tothe Acts of the General Assembly of the State of Indiana of 1949.

NOW, THEREFORE BE IT ORDAINED BY THE COMMO COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA:

Section 1. That the following described territory is hereby annexed and made a part of the corporation of the City of Fort Wayne, and shall be and is hereby considered a part of said city, to-wit:

All the property known as Sunnyside Gardens Addition and Tompkinson Second Addition, bounded by Brooklyn Avenue on the east, Nuttman Avenue on the south, Foster Avenue on the west and Packard Avenue on the north.

Section 2. That the said annexed territory shall become and is hereby made a part of Ward 6, Councilmanic District 4 and Precinct 22 of the City of Fort Wayne, Indiana.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Elmer E Fuhrman

The Ordinance was readthe third time in full and on motion was now passed by the following vote: Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of August, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as GENERAL ORDINANCE NO. 2353.

F.Wade Boylan
President.

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 11th day of August 1949.

Norbert G.Welch
City Clerk.

Approved this 12th day of August 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO.2354

AN ORDINANCE annexing and making apart of the City of Fort Wayne certain described territory contiguous to the Southeast part of the City.

WHEREAS, heretofore on the 26th day of July, 1949, the sole owner of real estate heretofore described filed its petition with the Common Council of the City of Fort Wayne to have said territory annexed to the City of Fort Wayne; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA:

Section 1. That the following described territory is hereby annexed and made a part of the corporation of the City of Fort Wayne, Indiana, and shall be and is hereby considered a part of said city, to-wit:

The Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 24, Township 30 North, Range 12 East in Allen County, Indiana, containing forty (40) acres more or less.

Section 2. That said annexed territory shall become and is hereby made a part of Ward 10 , Councilmanic District 6 and Precincts 49A and 50A of the City of Fort Wayne, Allen County, Indiana.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Hilbert J. Nahrwold

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nays.....None.

GENERAL ORDINANCE NO. 2354(Continued)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of August, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2354.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 11th day of August 1949.

Norbert G.Welch
City Clerk.

Approved this 12th day of August 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2355

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to sell certain personal property belonging to said city.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to sell the following personal property owned by the City Utilties, to-wit:

One (1) Lot of junk, eighteen (18) ton, more or less, located at No. 2 Pumping Station on Sherman Street.

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to sellthe following property owned by the Asphalt Plant, to-wit:

1. One used Westinghouse Electric Motor, with 8x12" Drive pulley, Serial No. S-2423, 1200 RPM, 220 volts, 3 phase, 70 H.P.

2. One used Denver-Gardner air compressor, No, S-65083.

3. One used "Line shaft" with three bearing, length 18½ ft, diameter 2-7/16" - One "Line Shaft" with three bearings, length 14ft., diameter 2-3/16",

4. Used all STEEL PULLEYS:
   For 2-3/16" shaft, 1-40" dia. 9½" face,
   For 1-7/8", shaft, 1-40" dia. 6½" face,
   For 1-7/8" shaft, 2-23" dia, 2" face,

5. Used SPLIT PULLEYS:
   One 40" by 13½" - One 10" by 9" - 2-16" by 7" - One 10" by 6" - One 18" by 6½"-1-30" by 6½" - One 24" by 6" and One 34" by 5" face.

6. Used BELTING:
   Ply 6, Width 10" Length, 40 feet,
   " 6, Width, 6" Length 33 feet,
   " 5, Width, 5, Length, 56 feet,
   "" 5, Width, 6, Length 18 feet,
   " 5, Width, 3, Length, 19 feet,
   " 5, Width, 5, Length 31 feet,
7. One (1) Lot of junk eight (8) ton more or less.

Section 3. That the said Board of Public Works through the City Attorney file a petition in the Circuit Court for appointment of appraisers to appraise said personal property; that said personal property be sold for not less than the full appraised value thereof.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval bythe Mayor.

Chas. H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Nine.....Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of August, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2355.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for aproval on the 11th day of August 1949.

Norbert G.Welch
City Clerk

Approved this 12th day of August 1949.

Henry E.Branning Jr
Mayor.

PBJX

SPECIAL ORDINANCE NO. 2356

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne Indiana, and Drewry, McNamee and Porter, of Ann Arbor, Michigan, for engineering services in connection with the planning and supervision of construction of certain elements of the enlargement of the Saint Joseph River Water Supply Project.

WHEREAS, on the 26th day of July, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, duly entered into a written contract with Drury, McNamee and Porter, of Ann Arbor Michigan, for engineering services in connection with the planning and supervision of certain elements of the emlargement of the Saint Joseph River Water Supply Project, of the City of Fort Wayne, Indiana, which contract is in the following words and figures, as follows, to-wit:

CONTRACT FOR ENGINEERING SERVICES BETWEEN THE CITY OF FORT WAYNE, INDIANA,,AND DRURY, McNAMEE AND PROTER- ANN ARBOR MICHIGAN.

THIS MEMORANDUM OF AGREEMENT, made this 26th day of July, 1949, by and between the City of Fort Wayne, Indiana, a municipal corporation, hereinafter referred to as the City, and Drury,McNamee and Porter, of Ann Arbor, Michigan, a partnership, hereinafter referred to as the Engineers,

WITNESSETH:

That the Engineers hereby agree to render to the City suitable and competent engineering services covering the planning and suoervision of construction of certain elements of the enlargement of the St. Joseph River Water Supply project, namely:

Item 1 Elevated Storage Tanks
Item 2 High Service Pumping Unit and Suction Line
Item 3aRaw Water Supply Main
Item 4 Distribution Feeder Mains
Item 5 Filtration Plant Additions
Item 6 Cedarville Dam and Alterations to St.Joe Dam

as recommended in the Engineers' report to the City bearing date of April 1948; and that the City hereby engages the service of the Engineers for the planning and supervision of construction of the said water supply enlargements and agrees to pay the Engineers therefor, all as more fully set forth in the following ARTICLES OF AGREEMENT.

ARTICLE 1. PREPARATION OF DETAILED DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS.

The Engineers will advise and assist the City in dividing the entire work into such construction jobs as may appear to be to the best interest of the City. The Engineers, under direction of the Board of Public Works and with reasonable diligence, will prepare detailed drawings, specifications and contract documents for all construction work and for thr furnishing and installation of all equipment that may be included in the project, following an orderly program therefor approved by the Board of Public Works. When any particular contract for which contract drawings and documents have been prepared as above, is ready to be advertised for bids, the Engineers will assist in bringing this particular job to the favorable attention of competent and responsible contractors who se organizations construction ability and financial resources are suitable to the job in hand, will help in securing competition in bidding, and will aid in awarding the contract. The detailed drawings will include all necessary maps and plans, profiles, elevations,location and assembly drawings, and the structural details of all structures. The specifications will include detailed descriptions of the work to be done or the equipment to be furnished and will prescribe the requirements to be met in the functional performance of the construction work and the installed equipment. The contract documents in addition to the drawings and specifications, will consistof the usual and customary Formal Advertisement, Instructions to Bidders, Formal Proposal, Construction Contract and Bonds appropriate to each contract that is to be let. These documents will be of such character as will be accepted and approved by the Indiana State Department of Health, the State Board of Accounts, the State Public Service Commission, and any other State or Federalagency having the right of review and approval. These documents will be furnished in such quantities as may be required for the review of authorities, the solicitation of bids and the execution of the construction work.

The Engineers will make all topographical surveys and leveling surveys, and will make up all profiles and contour maps that may be required for any design or for the planning of any improvement; but they do not obligate themselves to make land surveys for the determinations of land and right-of-way boundaries, believing that such land surveys, should always be made by established local surveyors.

The Engineers will furnish all engineering services required in connection with any borings, test pits, soundings or other sub-surface exporations, in both land and water, that may be necessary or expediant. Any such exploration of water or soil conditions will be carefully planned out in advance and the program therefor submitted to the Board of Public Works for approval,

ARTICLE 2 - SUPERVISION OF CONSTRUCTION

When any particular contract upon which bids have been received and a contract has been awarded is placed under construction, the Engineers will supervise the work of contruction.

The general supervision of construction will include frequent visits to the sites of construction work, advising the resident engineer and his staff, the checking of manufacturers' and constractors' shop drawings, the preparation of any necessary supplemental drawings, the preparation of certificates of payment due contractors throughout the progress of the work, the final inspection and certification of completion of the work and certification of final payment due, and the preparation of final record plans of the completed work as built.

Resident engineering supervision of construction will be provided through a competent chief resident engineer from the Engineers' staff, and an assistant resident engineer orengineers and and inspectors to be selected by the City with the approval of the Engineers, who will make inspections in the field of the work in progress to insure the fulfillment of the requirements of the plans and specifications, who will keep a field diary, who will make field measurements of the progress of the construction work and who will report daily upon these matters to the home office in Ann Arbor. The resident engineer and his staff will be constantly assisted fromthe main office as well as through regular visits of members of the firm and of principal construction supervisors on the staff of the firm.

The Engineers will conform to the laws of the Indiana Industrial Board with respect to their employees.

ARTICLE 3 - ENGINEERING FEES

And the City agrees to pay the Engineers, as full compensation for the services set forth in Articles 1 and2, amounts determined in accordance with the following four numbered sections.

Section 1. For preparation of plans and specifications and contract documents for the several principal parts of the improvement project, as they may be required, amounts determined by the rate of three percent (3.0%) based upon the estimated construction costs of such parts.

Section 2. For general supervision of construction of the several principal parts of the improvement project as required, amounts determined by the rate of one and one-half percent (1.5%) based upon the actual costs of such parts.

For the services of the chief resident engoneer, amounts determined by actual time periods that the chief resident engineer is employed upon the work, and the rate of seven hundred ($700) dollars per month.

Section 3. Fees for the preparation of plans and specifications and contract documents are to be based upon costs of construction as fairly estimated by the Engineers at the time of completion of the plans, subject to adjustment to actual construction costs if the work is placed under contract within one year ofthe time of completion of the plans, Fees for supervision of construction are to be based upon actual, rather than estimated, construction costs. The costs of land and rights-of-way, the costs of engineering and surveying, and the costs of legal services and of official publication required in the prosecution of the work are not to be included as a part of the base cost of construction for the calculation of engineering fees.

Section 4. Payment under Section 1 of this article is to be made upon the delivery of completed plans and specifications and contract documents for any major element of the project, or for any particular contract to be advertised and let, and their acceptance by the City's Board of Public Works. Progress payments on such accounts may be requested by the Engineers and granted providing evidence of satisfactory performance is shown. Payments for supervision of construction are to be made from month to month during the construction period, those based on percentages of construction cost being in proportion to the degree of completion of the particular jobs in hand. In the event that any contract is advertised for bids and bids are received, but no award is made, and bids are again solicited, received, analyzed and reported upon, payment for services rendered in soliciting bids and analyzing and reporting thereon a succeeding time is to be made in an amount to be determined by a fee rate of two-tenths percent (0.2%) appiled to the low bid; provided, however, that the failure to make such award is not due to any fault or omission on the part of the Engineers.

ARTICLE 4 - CITY ASSISTANCE

The City, subject to the approval of the Engineers, will select and furnish one or more assistant resident engineers and inspectors as may be required to aid the chief resident engineer in the resident engineering supervision of the construction work. The City will pay the cost of such assistant resident engineers and inspectors.

The City, with the advice and counsel of the Engineers, will arrange with some competent and reputable local surveyor for the making of necessary land surveys, and will make the resulting land maps available to the Engineers for use as a guide in the locating of structures and other improvements covered by this agreement. The City will pay the expenses of such land surveys.

The City will also furnish labor, materials, transportation and equipment, either directly or by engaging a suitable contractor, for such sub-surface explorations, in either soil or water, as may be necessary or expedient, provided request therefor has been made in advance by the Engineers and approved by the Board of Public Works.

Incase it should become necessary to have laboratory tests of materials made in a commercial laboratory, over and beyond the facilities of the City materials testing laboratories, the City will arrange for such commercial laboratory tests, with the advice and counsel of the Engineers, and will pay for the same; but provided always that request therefor has been made to and approved by the Board of Public Works in advance.

ARTICLE 5 - COURT WORK

The services provided for by this agreement do not include or contemplate any appearance in court as expert or court work of any kind.

ARTICLE 6 - RATIFICATION OF CONTRACT AND APPROVAL OF BOND ISSUE

There shall be no obligation on the part of the City to the Engineers in the event:

(a) The Common Council of the City shall not aprove and ratify this contract;

(b) The Common Council of the City shall not authorize the issuance of the revenue bonds to finance the project;

(c) The Publie Service Commission of the State of Indiana shall not approve the issuance of revenue bonds adequate to finance the project.

In the event that the Common Council of said City or the Public Service Commission of the State of Indiana does not approve the issuance of bonds to finance the project substantially as petitioned for, then this contract shall be null and void.

IN WITNESSETH WHEREOF the parties hereto have set their hand in quad ruplicate on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

Walter C.Vetter Frank A Derck Chauncey L Griffith

Board of Public Works

ATTEST:

Joseph M Schwartz

APPROVED AS TO FORM AND LEGALITY

Henry H Hilgemann

City Attorney

DRURY, MCNAMEE AND PORTER

By Robert L McNamee

Partner

NOW, THEREFORE, BE IT ORDAINED BY THE COMMO' COUNCIL OF THE CITY OF FORT WAYNE, that the aforesaid contract be and the same is hereby ratified and approved, and that this contract shall be in full force and effect from and after its passage by the Council and approval by the Mayor of said City.

Arthur A Herber

The rdinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Eight....Nays...None. One.

We Hereby Certify, hat the Common Council of the City of Fort Wayne, Indiana, at a special meeting held on the 15th day of August 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2356.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

President to theMayor for approval on the 17th day of August 1949.

Norbert G Welch
City Clerk

Approved this 17th day of August 1949.

Henry E Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2357

An rdinance concerning the construction of extensions and additions to the waterworks owned and operated by the City of Fort Wayne, Indiana, authorizing the issuance of revenue bonds to provide for the cost thereof, and matters connected therewith

WHEREAS, the City of Fort Wayne is the owner of and operates an unencumbered waterworks furnishing the public water supply to said City and its inhabitants; and

WHEREAS, the Board of Public Works, having the management of said waterworks, has determined and the Council now finds that said waterworks is in need of certain extensions and additions, consisting chiefly of additional water supply, filtration and storage facilities and improvements to the distribution system; that said extensions and additions are required in order to protect properly the health, wellbeing and property ofthe City and its inhabitants; and

WHEREAS, the Board of Public Works has employed Drury, McNamee and Porter, of Ann Arbor Michigan, as consulting engineers to determine the extensions and additions required and the cost thereof, and has found from the report of said engineers that said cost will be in the approximate mount of Six Million Dollars ($6,000,000.00) including all incidental expenses necessary to be incurred in connection therewith, and has represented to the Council and the Council now finds that, subject to the approval of the Public Service Commission, funds for said project may be provided by the issuance and sale of revenue bonds payable solely out of the revenue of said waterworks and not constituting a general obligation of the City; now therefore

BE IT ORDAINED BY THE COMMO' COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. That the City of Fort Wayne (hereinafter sometimes referred to as the City"), being the owner of and engaged in operating unencumbered waterworks supplying the City and its inhabitants with water for public, industrial, commercial and domestic use, now provide for certain needed extensions and additions to such waterworks and the payment for such extensions and additions from he revenues and receipts of such waterworks pursuant to and in the manner prescribed in Chapter 155 of the Acts of 1929, and all acts emendatory thereof and supplemental thereto (sometimes hereine after referred to as the "Act). The term "waterworks," "waterworks system" and system" wherever used in this ordinance shall be construed to mean and include the existing waterworks owned by the City of Fort Wayne and all extensions, addition and improvements thereto and replacements thereof now or subsequently constructed or required.

Sec. 2. Said extensions and addition shall include the following principal items: two distribution storage tanks, high service pump and suction line, raw water supply main, distribution feeder main, filtration plant additions, a n w dam in the St. Joseph River, and midification of the existing St.Joseph River dam, as more particularly described in the resolution of the Board of Public Works determining to proceed with said additions and extensions, and in the engineering peport referred to in said resolution. The Board of Public Works is hereby authorized to proceed with the construction and installation of said extensions and additions, and to enter into all contracts necessary for suchpurpose in conformity with the provisions of this ordinance and of said act, subject, however, to the approval of the Public Service Commission of Indian for the making of said extensions and additions and the issuance of the required amount of revenue bonds, and that the principal and interest of the bonds issued on account of such extensions and additions shall be paid solely and exclusively from the revenue of said waterworks system and shall not constitute a general obligation of the City. The Board of Public Works is hereby authorized to file, in the name of the City, a proper petition with the Public Service Commisiion for the purpose of securing the required approval of said Commission.

Sec 3. Beginning as of the dateof issuance of the bonds herein authorized, the income and revenues of the existing waterworks, together with the income and revenue of all extensions, additions, improvements thereto and replacements thereof made pursuant to this ordinance, or subsequently, shall be set aside into a separate and special fund to be used and applied in the maintenance and operation thereof, in establishing a depreciation account, and payment of the bonds authorized by this ordinance and the interest thereon. The proportion of the gross revenue of said waterworks that shall be paid into the several accounts of said special fund, as provided by said Act, is hereby fixed and determined as follows:

(a) Operation and Maintenance Account. Sixty-eight per cent (68%) of the gross revenues of said waterworks shall be set aside into the Operation and Maintenance Account and shall be used to pay the necessary cost of the reasonable and proper operation and maintenance of the waterworks, including any taxes required to be paid. The necessary cost of the reasonable and proper operation and maintenance of the waterworks shall, in addition to the usual items chargeable to operation and maintenance, be deemed to include the following additional items: (a) thepayment of the interest on and principal of the outstanding general obligation bonds of the City designated as "Waterworks Improvement Bonds" issued in the year 1930, 1931 and 1932, for the purpose of financing improvements to the waterworks, and (b) the reinbursement of the funds of the City's electric utility for moneys heretofore advanced to the waterworks and used in the operation thereof; provided, however, that no payments on account of said additional items shall be made which will in any wise adversely affect or jeopardize the continued operation of the waterworks or interfere with the payment of current operating and maintenance charges as the same accrue. The funds so set aside for operation and maintenance shall be applied exclusively to the purposes hereinabove provided until a surplus shall have been accumlated in the Operation and Maintenance Account which shall be equal to the cost of maintaining and operating the waterworks during the remainder of the calendar, operating or fiscal year then current and the cost of maintaining and operating the waterworks during the calendar, operating or fiscal year then next ensuing. Any excess over such surplus may be transferred to either the Depreciation Account or the Bond and Interest Redemption Account.

(b) Depreciation Account. Ten per cent (10%) of the gross revenues of said waterworks shall be set aside into the Depreciation Account and shall be expended in making good depreciation in the waterworks or in new construction, extensions or addition to the property of the waterworks. Any accumulation in such Depreciation Account not required for immediate use may be invested in direct obligations of the United States Government to the extent permitted by law, and if so invested the income from the investment shall accrue to the Depreciation Account. The funds in said a count shall not be used for any purpose other than as herein provided.

(c) Bond and Interest Redemption Account. Twenty-two per cent (22%) of the gross revenues of the waterworks shall, as such revenues are received, be set apart and paid into a special account to be identified as the "Bond and Interest Redemption Account." The funds in said account shall be used solely for the purpose of paying the interest on and principal of the bonds issued pursuant to the provisions of this ordinance, to the extent required for that purpose. If and when a surplus shall be created in said Bond and Interest Redemption Account which shall be in excess of the interest on and principal of the bonds, plus ten per cent (10)%, which are payable during the then current calendar, operating or fiscal year, together with the amount of interest on and principal of the bonds which will become due and payable during the calendar, operating or fiscal year then next ensuing, then any excess over such surplus may be transferred to either the Operation and Maintenance Account or to the Depreciation Account. Any such excess over such surplus may also be used in the purchase or redemption of outstanding bonds at a price not exceeding the applicable redemption prices hereinafter set out. No further payments need be made into the Bond and Interest Redemption Account when the funds therein equal or exceed the amount of the principal of the bonds then outstanding and interest thereon to the maturity date thereof.

All of the funds of said several accounts shall be deposited in lawful depositories of the City, and shall be continously held and secured as provided by the laws of Indiana relating to the depositing, securing and holding of public funds. In no event shall any of the revenues of said waterworks be transferred or used for any purpose not authorized by this ordinance or reasonably implied by the provisions hereof, so long as any of the bonds issued pursuant to the provisions of this ordinance shall be outstanding. The funds derived from the operation of the waterworks, on hand on the date of issuance of the bonds herein authorized, may be applied on the cost of the additions and extensions to the waterworks, or may be set aside in and creidted to the Operation and Maintenance Account or the Depreciation Account, as determined by the Board of Public Works.

Sec 4. For the purpose of procuring funds with which to pay the cost of construction and installation of the extensions and additions to its waterworks, the City of Fort Wayne shall issue its revenue bonds under and pursuant to the provisions of this ordinance and said Act, which bonds shall be payable only out of the special Bond and Interest Redemption Account herein provided for, and shall be designated as "Waterworks Revenue Bonds of 1949." Said bonds shall be in a principal amount not exceeding Six Million Dollars ($6,000.00), in the denomination of One Thousand Dollars ($1,000.00), numbered consecutively from 1 up, dated as of October 1, 1949, and shall bear interest at a rate not exceeding three per cent (3%) per annum, the exact rate or rates to be determined by bidding, which interest shall be payable semi-annually on April 1 and October 1 in each year, beginning on April 1, 1950, and shall be evidenced by coupons attached to said bonds. Both bonds and interets coupons attached to said bonds. Both bonds and interest coupons shall be payable in lawful money of the Untied States of America at the Lincoln National Bank and Trust Company of Fort Wayne, Indiana, or at the option of the holder at the Continental- Illinois National Bank and Trust Company in the City of Chicago, Illinois, and said bonds shall mature serially in the amounts and on the dates as follows:

$ 40,000.00	October 1, 1950
27,000.00	Aprill, 1, 1951
27,000.00	October 1, 1951
35,000.00	April 1, 1952
35,000.00	October 1, 1952
48,000.00	April 1, 1953

$	48,000.00	October 1, 1953	
	60,000.00	April 1, 1954	
	60,000.00	October 1, 1954	
	70,000.00	April 1, 1955	
	70,000.00	October 1, 1955	
	75,000.00	April 1, 1956	
	75,000.00	October 1, 1956	
	85,000.00	April 1, 1957	
	85,000.00	October 1, 1957	
	100,000.00	April 1, 1958	
	100,000.00	October 1, 1958	
	105,000.00	April 1, 1959	
	105,000.00	October 1, 1959	
	110,000.00	April 1, 1960	
	110,000.00	October 1, 1960	
	140,000.00	April 1, 1961	
	140,000.00	October 1, 1961	
	145,000.00	April 1, 1962	
	145,000.00	October 1, 1962	
	173,000.00	April 1, 1974	

$	152,000.00	April 1, 1963
	152,000.00	October 1, 1963
	155,000.00	April 1, 1964
	155,000.00	October 1, 1964
	158,000.00	April 1, 1965
	158,000.00	October 1, 1965
	160,000.00	April 1, 1966
	160,000.00	October 1, 1966
	162,000.00	April 1, 1967
	162,000.00	October 1, 1967
	165,000.00	April 1, 1968
	165,000.00	October 1, 1968
	168,000.00	April 1, 1969
	168,000.00	October 1, 1969
	170,000.00	April 1, 1970
	170,000.00	October 1, 1970
	172,000.00	April 1, 1971
	172,000.00	October 1, 1971
	172,000.00	April 1, 1972
	172,000.00	October 1, 1972
	173,000.00	April 1, 1973
	173,000.00	October 1, 1973
	173.000.00	October 1, 1974

The bonds of this issue maturing on April 1, 1955, and thereafter, shall be redeemable at the option of the City on October 1, 1954, or any interest payment date thereafter, in inverse numerical order, at face value, together with the following premiums:

5% if redeemed on October 1, 1954, or thereafter on or before October 1, 1959;
3% it redeemed on April 1, 1960, or thereafter on or before October 1, 1964;
1% it redeemed on April 1, 1965, or thereafter prior to maturity;

plus in each case accrued interest to the date fixed for redemption.

Notice of such redemption shall be published at least thirty (30) days prior to the date for redemption at least one time in a newspaper or financial journal of general circulation published in the City of Indianapolis, Indiana, a newspaper or financial journal of general circulation published in the City of Chicago, Illinois, and a financial journal of general circulation published in the City of New York, New York, and a like notice shall be sent by mail to the holders of such bonds as are then registered. The notice shall specify the date and place of redemption and the serial numbers of the bonds called for redemption. Interest on the bonds so called for redemption shall cease on the date fixed in said notice, if sufficient funds are available at the place of redemption to redeem the bonds, in accordance with the terms thereof, when presented.

Sec 5. Said bonds shall be signed in the name of the City by the Mayor, countersigned by the City Comptroller, and attested by the City Clerk, who shall affix the seal of the City to each of said bonds.

The interest coupons attached to said bonds shall be executed by placing thereon the facsimile signatures of the Mayor and City Comptroller, and said officials, by the signing of said bonds, shall adopt as and for their proper signatures their facsimile signatures appearing on said coupons. In case any officer whose signature appears on the bonds or coupons shall cease to be such officer before the delivery of such bonds, his signature shall nevereless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Said bonds shall be negotiable by delivery unless registered.

Upon presentation ofthe bonds at the office of the City Comptroller in the City of Fort Wayne, said Comptroller shall register said bonds without charge or expense to the holder, as to the principal thereof. Such registry shall be on the bond, after which no transfer thereof will be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on the bond, but said bond may be discharged from registry by being in like manner retransferred to bearer, after which it shall be transferable by delivery but may be again registered as before. The registration of any bond shall not affect the negotiability of the interest coupons attached, thereto, but such coupons shall continue to pass by delivery only and shall remain payable to bearer.

Sec. 6. The form and tenor of said bonds and the interest coupons to be attached thereto, together with the form of registry endorsement thereon, shall be substantially as follows, to-wit:

UNITED STATE OF AMERICA

State of Indiana Cpunty of Allen

No._____ $1,000.00

CITY OF FORT WAYNE
WATERWORKS REVENUE BOND OF 1949

The City of Fort Wayne, in Allen County, State of Indiana, for value received, hereny promises to pay to bearer, solely out of the special revenue fund hereinafter referred to, the principal amount of

ONE THOUSAND DOLLARS

on the first day of _____, 19___ (unless this bond be called for redemption prior to maturity and payment provided therefor), and to pay interest thereon from the date hereof until the principal is paid, at the rate of _____per cent (____%) per annum, payable semi-annually on the first days of April and October in each year, beginning on April 1, 1950, upon presentation and surrender of the annexed coupons as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America at the Lincoln National Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, or at the option of the holder at the Continental-Illinois Bank and Trust Company, in the City of Chicago Illinois.

This bond is one of an authorized issue of six thousand (6,000) bonds of the City of Fort Wayne, of like date, denomination, tenor and effect, in the total amount of Six Million Dollars ($6,000,000.00), numbered consecutively from 1 to 6,000 inclusive, issued for the purpose of providing funds to pay the cost of extensions and additions to the municipally owned waterwoks of said City pursuant to an ordinance passed by the Common Council of said City on the _____ day of _____, 1949, entitled "An orinance concerning the construction of extension and additions to the waterworks owned and operated by the City of Fort Wayne, Indiana, authorizing the issuance of revenue bonds to provide for the cost thereof, and matters connected therewith," and in strict compliance with the provisions of the governing statute, particularly Chapter 155 of the Acts of the General Assembly of the State of Indiana for the year 1929, and all acts amendatory thereof or supplemental thereto.

The principal and interest of this bond and all other bonds of said issue are equally and ratably secured by and constitute a first charge upon twenty-two per cent (22%) of the gross income and revenues of said waterworks as the same now exist or may hereafter be improved and extended, which percentage of such income and revenues is to be deposited in a special fund to be known as the "Bond and Interest Redemption Account" which has been duly created by said ordinance. The City shall not be obligated to pay said bonds or the interest thereon except from said special fund, and neither this bond nor the issue of which it is a part shall in any respect constitute a corporate indebtedness of the City within the provisions and limitations of the constitution of the State of Indiana.

The bonds of this issue maturing on April 1, 1955, and thereafter, are redeemable at the option of the City, in whole or in part, in inverse numerical order, on October 1, 1954, or any interest payment date thereafter, at face value, together with the following premiums: five per cent (5%) if redeemed on October 1, 1954, or thereafter on or before October 1, 1959; three per cent (3%) if redeemed on April 1, 1960, or thereafter on or before October 1, 1964; one per cent (1%) if redeemed on April 1, 1965, or thereafter prior to maturity; plus accrued interest to the date of redemption; provided notice of such redemption shall begiven at least thrity days prior to the date fixed there for by one publication in a newspaper or financial journal of general circulation published in the City of Indianapolis, Indiana, a newspaper or financial journal of general circulation published in the City of Chicago, Illinois, and a financial journal of general circulation published in the City of New York, New York, and a like notice be sent by mail to the holders of such bonds as are then registered. Interest on the bonds so called for redemption shall cease on theredemption date fixed in said notice, if sufficient funds are available at the place of redemption to redeem the bonds when presented, in accordance with the terms thereof. The bonds so redeemed prior to maturity shall be surrendered for cancellation, together with unmatured interest coupons appurtenant thereto.

The City covenants that it will, to the fullest extent permitted by law, fix, maintain and collect an aggregate of rates and ~~x~~ charges for the services rendered by said waterworks which will be sufficient to pay all costs of operation and maintenance of said waterworks, to provide a proper and adequate depreciation account, and to create and maintain the sinking fund required for the payment of this issue of bonds, and that it will in all other respects faithfully comply with all of the provisions of the governing statutes pursuant to which this bond is issued. In the event the City shall make any default in the payment of the principal of or interest on this bond, the holder hereof shall have all of the rights and remedies provided by the governing statutes, including the right to compel the collection of sufficient rated and charges to provide for the payment of this bond and the interest hereon.

This bond and all other bonds of said issue shall, in the hand of bona fide holders, have all of the qualities of negotiable instruments under the law merchant. This bond may be registered at the office of the City Comptroller as to principal only, in the name of the owner, in the manner and with the effect provided in said ordinance, but unless registered shall pass by delivery. The interest coupons attached hereto shall at all times pass by delivery.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

IN WITNESS WHEREOF the City of Fort Wayne, in Allen County, State of Indiana, has caused this bond to be signed in its corporate name by its duly elected, qualified and acting Mayor, countersigned by its City Comptroller, its corporate seal to be hereunto affixed, and attested by its duly elected, qualified and acting City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signature of said Mayor and City Comptroller, all as the first day of October, 1949.

CITY OF FORT WAYNE
By _____
Mayor.

Countersigned:

_____
City Comptroller

Attest:

_____
City Clerk.

(Interest Coupon)

Coupon No._____ $_____

On _____ 1, 19___

(unless the bond herein mentioned shall have been called for previous redemption and payment provided therefor) the City of Fort Wayne, Indiana, will pay to bearer at the Lincoln National Bank and Trust Company of Fort Wayne, in said City, or at the option of the holder at the Continental-Illinois National Bank and Trust Company, Chicago, Illinois, out of its waterworks Bond and Interest Redemption Account _____ Dollars in lawful money of the United States of America, being the interest then due on its Waterworks Revenue Bond of 1949, dated October 1, 1949, No.___.

CITY OF FORT WAYNE
By _____ (Facsimile)
Mayor

_____ (Facsimile)
City Comptroller

REGISTRATION ENDORSEMENT

This bond can be registered only at the office of the City Comptroller in the City of Fort Wayne, Indiana. No writing hereon except by the City Comptroller.

Date of Registry	In Whose Name Registered	City Comptroller

Sec. 7. The City Comptroller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor, City Comptroller and City Clerk are hereby authorized and directed to execute aaid bonds and the coupons to be attached thereto in the form and manner hereinbefore provided. The City Comptroller shall sell said bonds at public sale. Prior to the sale of the Bonds, the Comptroller shall cause to be published a notice of sale once each week for two weeks in the Journal-Gazette and News-Sentinel, published in the City if Fort Wayne, and one time in a newspaper published in the City of Indianapolis, The City Comptroller shall be authorized to make such additional publication as he shall deem advisable. The date fixed for the sale shall not be earlier than seven (7) days after the last of said publications.
The bond sale notice shall state the time and place of sale, the total amount of bonds, the max imum rate of interest thereon, the maturities thereof, the purpose for which the bonds are being issued, the terms and conditions on which bids will be received and the sale made, and shall set out such other information as the Comptroller, acting on the advice of the City Attorney and bond counsel, shall deem necessary.

All bids for said bonds shall be sealed and shall be presented to the Comptroller at his office. Bidders shall be required to name the rate or rates of interest which the bonds are to bear, not exceeding three per cent (3%) per annum. Such interest rate or rates shall be in multiples of one-eighth (1/8) of one per cent (1%), and not more than two interest rates shall be named by each bidder. Bids specifying two interest rates shall also specify the amount and maturities of the bonds bearing each rate, but all bonds maturing on the same date shall bear the same rate. The Comptroller shall award the bonds to the highest qualified bidder. The highest bidder shall be the one who offers the lowest interest cost to the City on said issue as a whole, to bedetermined by computing the total interest on all of the bonds to their maturites and deducting therefrom the premium bid, if any. No bid for less than the par value of said bonds at the interest rate or rates named in such bid, including accrued interest to the date of delivery, shall be considered. Each bid be accpompanied by a certified or cashier's check payable to the City of Fort Wayne, in the amount of Twenty-five Thousand Dollars ($25,000.00) as a guaranty of good faith. Int eh event the successful bidder shall fail or refuse to accept delivery of said bonds in accordance with his bid and the notice of sale, then said check and the proceeds thereof shall be the property of the City as its agreed liquidated damages. The Comptroller shall have the right to reject any and all bids, and in the event no satisfactory bids are received, the Comptroller shall be authorized to continue the sale from day to day for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued no bid shall be accepted which is lower than the highest bid received at the time fixed for such sale in the bond aale notice.

Prior to the sale of said bonds the Comptroller sjall be authorized to obtain a legal opinion as to the validity of the bonds from Ross McCord Ice & Miller, acting as bond counsel for the City, and tofurnish such opinion to the purchasers of the bonds. The fee of such bond counsel shall be considered as a part of the cost of the project on account of which said bonds are issued and shall be paid out to the proceeds of said bonds or out of revenues of th e waterworks.

Sec. 8. In the event it shall be hereafter determined that it is not necessary to issue all of the bonds authorized by this ordinance, or the Public Service Commission shall not approve the issuance of said total amount of bonds, the Comptroller shall be authorized to sell and deliver a lesser am ount of bonds than herein authorized, in which case the bonds not sold or delivered shall be of the last maturity or maturities.
The bonds herein authorized, when gully paid for and delivered to the purchaser, shall be the binding and special revenue obligations of the City payable out of the income and revenues of the waterworks system of said City according to their tenor and effect, and theproceeds derived from the sale of said bonds shall be and are hereby set aside for the purpose of paying the cost of construction and installtion of the aforesaid extensions and additions to said waterworks and theexpenses necessarily incurred in connection therewith, including theexpenses incurred in connection with the issuance and sale of the bonds.

The proper officers of the City are hereby authorized and directed to do all acts and things which maybe necessary to carry out the provisions of this ordinance.

Sec. 9. Any accrued interest received at the time of the delivery of the bonds shall be deposited in the Bond and Interest Redemption Account hereinbefore created. The remaining proceeds from the sale of the bonds shall be deposited in a bank or banks which are legally designated and quailifed, depositories for the funds of the City, in a special account or accounts to be designated as "City of Fort Wayne, Waterworks Construction Account." Each of such special accounts shall be deposited, secured and held as provided by the law relating to the depositing, securing and holding of public funds, and may be secured in any other lawful manner agreed upon by the Comptroller and the purchaser of the bonds. The funds in such special account or accounts shall be expended only for the purpose of paying the cost of the extensions and additions to said waterworks as herein authorized, the incidental expenses incurred in connection therewith and with the issuance of bonds, and for the payment of interest accruing on the bonds during the period of construction, if required for thatpurpose. Any balance or balances remaining unespended in such special account or accounts after the completion of the work, which are not required to meet unpaid obligations incurred in connection with the construction of the work, shall be deposited in the Bond and Interest Redemption Account.

Sec. 10. The City shall keep proper books of records and accounts, seperate from all of its other records and accounts, in whichcomplete and correct entries shall be made showing all revenues collected from said waterworks and deposited in the special accounts hereinbefore established and all disbursements made therefrom and all transactions relating to said waterworks. There shall be prepared andfurnished to the orginal purchaser of the bonds, so long as it holds any of the bonds, and, upon written request, to any holder of the bonds, not more than ninety (90) days after the close of each annual fiscal period, income and operating statements of the waterworks, in reasonable detail, covering such annual fiscal period, which statement shall be certified by the Comptroller or the Auditor of the Waterworks. Copies of all such statements and reports shall at all times be kept on file in the office of the City Comptroller. Any holder of the bonds shall have the right at all reasonable times to inspect the waterworks and the records, accounts and data of the City relating thereto.

Sec. 11. The City shall, to the fullest extent premitted by law, establish, maintain and collect reasonable and just rates and charges for the services and facilities afforded by said waterworks which will provide revenues at least sufficient to pay the reasonable and proper cost of the maintenance and operation of the waterworks, to provide a proper and reasonable depreciation account, and to pay the principal of and interest on the bonds as the same become due, and provide a surplus or marginof ten per cent (10%) of the principal and interest due each year, which shall be cumulatice. So long as any of the bonds herein authorized are outstanding, none of the facilites and services x afforded by said waterworks shall be furnished without a reasonable and just charge being made therefor.The reasonable value of any facility or service rendered to the City, or to any department, agency or instrumentality thereof, including the use of water for hydrants for fire protection or for any other purpose, shall be charged against the City and shall be paid for as the charges accrue, and the revenues so received shall be deemed to be revenues derived from the operation of the waterworks and shall be used and accounted for in the same manner as other revenues derived from the operation of the waterworks; provided, however, that the payment of such charges against the City may be omitted, to the extent permitted by law, so long as the revenues derived from the operation of the waterworks aresufficient to pay the cost of operation, to provide for the payment of the principal and interest of the bonds, herein authorized, to maintain the waterworks in good operating condition, and to provide for a proper depreciation fund.

Sec. 12. For the purpose of further safeguarding the interests of the holders of the bonds, it is specifically provided as follows:

(a) All contruction contracts shall be let to responsible contractors who shall be rerequired to furnish construction bonds running to the City of Fort Wayne, in an amount equal to one hundred per cent(100%) of the amount of such contract, ti insure the completion of such contracts in accordance with their terms, and such contractors shall be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts.

(b) The extensions and additions shall be contracted for and constructed to the approval of Drury, McNamee and Porter, consulting engineers of Ann Arbor, Michigan, now employed by the City, or such other consulting engineers as may hereafter be employed by the City, with the approval of the purchaser of the bond. All estimates for work done and material furnished shall first be checked by the consulting engineers before being approved by the City.

(c) The City shall, at al times, maintain said waterworks in good conditionsand operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the bonds hereinauthorized are outstanding, the City shall maintain insurance on the insurable parts of the waterworks of a kind and in an amount such as is usually carried by private companies engaged in a similar type of business. All insurance shall be place with responsible insurance companies qualified to do business in the State of Indiana, and any insurance proceeds collected shall be used in replacing the property destroyed or damaged, or if not needed for that purpose shall be deposited in the Depreciation Account.

(e) So long as any of the bonds herein authorized are outstanding, the City shall not mortgage. pledge or otherwise encumber itd waterworks or any part thereof, and shall not sell, lease or otherwise dispose of any portion thereof except such equipment which may become worn out or obsolete, and shall be replaced; nor shall the City execute or issue any additional bonds or other obligations pledging any portion of the revenues of said waterworks unless the same be made subordinate and junior in all respects to the bonds herein authorized, or unless all of the bonds herein authorized are redeemed and cancelled coincidently with the delivery of such additional bonds or other obligations.

(f) The provisions of this ordinance shall be construed to create a trust in the proceeds derived from the sale of the bonds herein authorized, for the uses and purposes herein set forth, and so long as any of said bonds are outstanding, the provisions of this ordinance shall also be construed to create a trust in the fixed proportion of the revenues of the waterworks herein directed to be set apart and paid into the Bond and Interest Redemption Account for the uses and purposes of said account as in this ordinance set forth.

(g) The provisions of this ordinance shall constitute a contract by and between the City of Fort Wayne and the holders of the bonds herein authorized, all of the terms of which shall be enforceable in law or in equity, and after the issuance of the bonds this ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders of said bonds, nor shall the Common Council of the City adopt any law, oridnance or resolution in any way adversely affecting the rights of such holders so long as any of the bonds or the interest thereon remain unpaid. The holders of the bonds shall have all of the rights, remedies and privileges, [illegible] either expressly set forth in the provis ions of Chapter 155 of the Acts of the Indiana General Assembly for the year 1929, and all acts amendatory thereof and supplemental thereto, or implied therein, including the right to compel the collection of sufficient rates and charges to provide for the payment of the bonds and the interest thereon.

(h) None of the provisions of this ordinance shall be construed as requiring the expenditure of any funds of the City derived from any sources other than the proceeds of said bonds and the revenues derived from the operation of said waterworks system.

Sec. 13. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Sec. 14. This ordinance shall be in full force and effect from and after its passage.

Arthur A. Herber

The Ordinance was read the third time infull and on motion was now passed by the following vote: Ayes.... Eight...Nays....One.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular special meeting, held on the 15th day of August 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as GENERAL ORDINANCE NO. 2357

F.Wade Boylan
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval onthe 17th day of August 1949.

Norbert G.Welch
City Clerk.

Approved this 17th day of August 1949.

Henry E.Branning Jr
Mayor

SPECIAL ORDINANCE NO. 2358

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne and C.L.Schust Company, Inc., of Fort Wayne, Indiana, for altering and raising of stack for boiler No. 2 of the City of Light and Power Works.

WHEREAS, on the 2nd day of August, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works duly entered into a written contract with C.L.Schust Company, Inc., for altering and raising of stack for boiler No. 2 of the City Light and Power Works of the City of Fort Wayne, which contract is in the following words and figures, to-wit:

CONTRACT FOR THE IMPROVEMENT OF THE CITY LIGHT AND POWER WORKS

CITY OF FORT WAYNE, IDNIANA
CONTRACT # 57

Altering and Raising #2 Smokestack

THIS CONTRACT, Made and entered into this 2nd day of August, 1949, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipak corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and C.L. SCHUST COMPANY, INC., a corporation duly organized and existing under the laws of the State of Indiana, whose address is 2300 Taylor Street, Fort Wayne, Indiana, hereinafter called the "CONTRACTOR,"

WITNESSETH, That the Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agree to perform everything required to be performed and shall provide and furnish at its sole cost and expense all labor, materials, tools and equipment and all other services required for the alternation and raising of #2 smokestack at the City Light and Power Works Generating Station at Lawton Park, as covered by the attached Request for Bids, and by the attached Drawing Y-10237. Everything removed from the present stacj is to remain promerty of the Owner and is to remain on the Lawton Park property with the exception of the parts of the old stack re-used for the new stack.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the perfromance of the above mentioned work as set out in Article I hereof the sum of Two Thousand and Fifty-Three ($2,053.00) Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

During the progress of contrustion at the site of the work, the Contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and or materials delivered. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engieers Eighty-Fice (85%) Percent of the amount of the estimate, less all previous pauments shall be due and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the equipment, material, or apparatur,

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

ARTICLE IV NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, niehter the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race or color, discriminate against any citizen of the State of Indiana, whi is qualified and available to perform the work to which the employment relates;

SPECIAL ORDINANCE NO. 2358 (continued)

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) that there maybe deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all moneys due or to become due hereunder may ne forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and shall file a schedule of the wages to be paid with the Board of Public Works of the City of Fort Wayne before any work is performed on this contract or any sub-contract.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V INSURANCE AND BONDING

The Contractor agrees to furnish a performance bond for the amount of the contract as per the performance bond form attached. The Contractor further agrees to have adequate liability insurance and to provide the Owner with a certificate of liability insurance before performing this work.

ARTICLE VI COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following compenent parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attched, as if hereto attached,

1. Request for Bids
2. City Utilities Drawing #Y-10237
3. Attached Specifications
4. Performance Bond
5. This Contract

ARTICLE VII COMPLETION DATE

The Contractor agrees to start shop work within 20 calendar days after date of this contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by this contract within 120 calendar days after date of the contract and approval of same by the Common Council of the City of Fort Wayne, Indiana.

The Owner agrees to permist the Contractor to perform work on #2 smoke stack within three weeks after notification by the Contractor that he is ready to start alterations to the smoke-stack structural foundations.

ARTICLE VIII APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
Walter C Vetter
Frank A Derck
Chauncey L Griffith

ATTEST
Joseph M Schwartz
Secretary

Approved as to form and legality:
Oliver H Eggers
Assc,CITY ATTORNEY

C.L.SCHUST COMPANY, INC.
BY C.E.Kruse Sec'y Treas

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

That the aforesaid contract be and the same is hereby ratified and approved and that this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Edwin C Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Nine ..... Nyas: None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of August 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2358.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of August 1949.

Norbert G.Welch
City Clerk.

Approved this 30th day of August 1949.

Henry E.Branning Jr
Mayor,

SPECIAL ORDINANCE NO. 2359

AN ORDINANCE AUTHORIZING THE BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE TO SELL CERTAIN REAL PROPERTY

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Park Commissioners of the City of Fort Wayne, Indiana, be and it is hereby authorized to sell the following described real estate, to-wit:

Lots Numbered 63,64, 65, 154, 155 and 156 in Fairfield Terrace Section "A" anaddition to the City of Fort Wayne, according to the recorded plat thereof, of Allen County, Indiana.

Section 2. That the Board of Park Commissioners of the City of Fort Wayne Indiana, direct the City Attorney of the City of Fort Wayne, Indiana, to file in the Circuit Court a petition for the appointment of apparaisers to appraise said real estate as provided by law. That the Board of Park Commissioners of the City of Fort Wayne, Indiana, be and it is hereby authorized to sell said real estate for not less than the full appraised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana, be and he is hereby authorized to execute a Quit-Claim Deed to the purchaser of the aforementioned real estate, said deed to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Edwin C Lindeberg

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of August 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2359.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of Au gust 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of August 1949.

Henry E. Branning Jr
Mayor.

GENERAL ORDINANCE NO.2360

AN ORDINANCE AMENDING Section 14, Chapter 25 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by amending the type of pretection required by the Wabash Railroad Company at the intersections of Winter Street, Fletcher Avenue, Wabash Avenue, Lumbard Street and Anthony Boulevard in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 14 of Chapter 25 of the Municipal Code of the City of Fort Wayne Indiana, 1946, be amended so that the schedule of crossing protections required to be furnished by the Wabash Railroad Company at the intersection of said railroad with Winter Street, Fletcher Avenue,Wabash Avenue, Lumbard Street, and Anthony Blvd, in the city of Fort Wayne, Indiana, shall be as follows: the crossing protection shall be automatic flashing light signals with the base of signal mast located off the traveled portion of the public highway and short arm safety gates with flashing lights on the gates. The crossing protection is to be automatic for through train movements, and manually controlled when switching movements are involved.

Section 2. All provisions of any ordinance or resolution in conflict with provisions of Section 1 hereof are repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayes.....Nine.....Nays: None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of August 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.2360.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of August 1949.

Norbert G.Welch
City Clerk.

Approved this 30th day of August 1949.

Henry E,Branning Jr
Mayor.

SPECIAL ORDINANCE NO.2361

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Insiana,to execute a quit-claim deed to certain real estate.

WHEREAS, on April 11, 1938, the City Controller purchased at tax sale the following described real estate, ti-wit: Lot No. Three Hundred Twenty-three (323) in Avondale Addition, an addition in and to the City of Fort Wayne, Allen County, Indiana, for delinquent municipal assessments on said parcel of land; and

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payments of Barrett Law Bonds from being barred by the statute of limitiations; and

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana," and was recorded on April 6th, 1942, in Deed Record Book 371, page 363, of the Recorder's Office of Allen County, Indianal and

WHEREAS, Robert B. Powlen and Lura E. Powlen, husband and wife, of Allen County, Indiana, have purchased said Lot No. Three Hundred Twenty-three (323) in Avondale Addition at a tax sale conducted by Fred C.Wissman, Auditor of Allen County, Indiana, and a deed was issued to them by the Board of Commissioners of the County of Allen, State of Indiana, and that said deed was recorded September 3, 1948, in Deed Record 406, page 457, of the Recorder's Office of Allen County, Indiana, and

WHEREAS, the title Robert B.Powlen and Lura E.Powlen have in the real estate is superior and is ahead of the tax title the city has in the above described real estate, and the city is without any right, title or interest in said real estate; and

WHEREAS, it is necessary to execute a quit-claim deed to clear the title to said real estate,

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a Quit-Claim Deed, to be attested by the City Clerk, to Robert B. Powlen and Lura E. Powlen, husband and wife, Allen County, Indiana, for the following described real estate, to-wit:

Lot No. Three Hundred Twenty-three (323) in Avondale Addition, an addition in and to the City of Fort Wayne, Allen County, Indiana.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Julian F.Franke Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nyas....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of August, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2361.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of August 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of August 1949.

Henry E.Branning Jr
Mayor.

CPBJX

GENERAL ORDINANCE NO. 2362

AN ORDINANCE fixing the tax levy for the City purposes for the year 1950, as amended.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of One Dollar and Thirty Cents ($1.30) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1950, same to be divided as follows:

General Fund	.7292
Sinking Fund	.015
River Impr. and Flood Prevention	.02
Firemen's Pension	.0521
Policemen's Pension	.034
Fort Wayne Art Schools	.005
Bridge Repair	.005
City Planning and Zoning	.0092
Aviation Commission	.025
Northside Track Elevation	.02
Sewer Relief	.15
Sanitary Officer's Pension	.001
Hay Fever Rag Weed Control	.0005
Street Signs	.005
Police Uniform Allowance	.007
Park General	.0935
Park Retirement Fund	.009
Park Playground and Recreation	.071
Park Tree Preservation	.021
Park Long Range	.0175
Park Dwenger, Beach, Lafayette Playground	.01
TOTAL LEVY	$1.30

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two ($2.00) dollars during the year 1950.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Carl A Alter

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote. Ayes .... Seven.... Nays.... Two.

We Hereby Certify, The the Common Council of the City of Fort Wayne, Indiana, at a regular annual budget meeting, held on the 29th day of August 1947, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2362.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 6th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 6th day of September 1949.

Henry E. Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2363

AN ORDINANCE amending Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1046, by prohibiting parking on certain additional streets as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That chapter 31, section 62 of the Municipal Code of the City of Fort Waya, Indiana, 1946, be amended by prohibiting parking at all times upon the following additional streets:

PONTIAC STREET - north side from the west line of Anthony Boulevard for a distance od seventy-one (71) feet west thereof.

PIERCE AVENUE - north side from Fairfield Avenue to South Wayne Avenue.

ROSE LANE - North side from Fairfield Avenue to Hoagland Avenue.

SUPERIOR STREET - south side from the west line of Clinton Street for a distance of one hundred twenty-five (125) feet west thereof.

ROCKHILL STREET * east side from Berry Street to Thieme Drive.

HARRISON STREET - west side from Melita Street to Grand Avenue.

MELITA STREET * north side from Harrison Street to Hoagland Avenue.

LEWIS STREET - north side from Anthony Boulevard to Lillie Street.

LAFAYETTE STREET - west side from the south line of Main Street for a distance of fifty (50) feet south thereof.

DAVIS STREET - east side from Main Street to Mary Avenue.

BEQUETTE STREET - south side from Davis Street to Runnion Avenue.

LINK AVENUE - south side from Davis Street to Runnion Avenue.

RUNNION AVENUE - west side from Main Street to Nickle Plate Railroad.

MARY STREET - north side from Davis Street to Runnion Avenue.

BAKER STREET - north side from Harrison Street to Fairfield Avenue.

HARRISON STREET - west side from Grand Street to a point seventy-five (75) feet north thereof.

HOME AVENUE - north side from the first alley west of Fairfield Avenue to South Wayne Avenue.

BROADWAY - west side from the north line of Creighton Avenue for a distance of ninety - seven (97) feet north thereof.

BROADWAY - west side from the north line of Taylor Street for a distance of one hundred (100) feet north thereof.

BROADWAY - west side from the south line of Taylor Street for a distance of one hundred eightenn (118) feet south thereof.

BROADWAY - east side from the south line of Taylot Street for a distance of one hundred (100) feet south thereof.

FAIRFIELD AVENUE - west side from the south line of Jefferson Street for a distance of one hundred forty (140) feet south thereof.

FOURTH STREET - south side from Wells Street to Sherman Street.

FOURTH STREET- both sides from Clinton Street to Calhoun Street.

FOURTH STREET - South side from Calhoun Street to Harrison Street.

TAYLOR STREET - south side from the east line of Broadway for a distance of one hundred twenty (120) feet east thereof.

ANTHONY BOULEVARD - west side from Maumeee Avenue to Lewis Street.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H.Boyer

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes.... Eight ..Nays None.

GENERAL ORDINANCE NO.2363 continued

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting,held on the 27th day of September 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2363.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 29th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO. 2364

AN ORDINANCE amending Chapter 31, Article Iv, Section 53 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by establishing additional truck loading zones as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That Chapter 31, Article Iv, Section 53, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by adding the following additional truck loading zones:

COLUMBIA STREET - south side from a point seventy (70) feet west of Clinton Street for a distance of thirty (30) feet west thereof.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H.Boyer

The Ordinance was amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes.... Eight.... Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2364.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

President to the Mayor for approval on the 29th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949.

Henry E.Branning Jr
President

GENERAL ORDINANCE NO. 2365

AN ORDINANCE amending Section 79, Article VI, Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by adding thereto provisions for notice of violations of pedestrian traffic and increasing the fee for violations of vehicular and pedestrian traffic, as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 79 entitled "Notices of Violations; Reporting within 48 hours; Fees for violations," Article VI entitled "Violations," Chapter 31 of the Municipal Code of the City of Fort, Indiana, 1946, be amended to read as follows:

Whenever any member of the Police Force of the City shall find that any of the provisions of any of the Ordinances regulating vehicular or pedestrian traffic in and upon the streets and public highways of the City have been violated, or were being violated by the owner or operator of any vehicle or by a pedestrian, such officer shall notify such owner or operator or such pedestrian in writing of such violation and it shall be the duty of such person so notified to report at the office of the Traffic Violations Bureau of the City within 48 hours thereafter and pay such fee as provided hereunafter. Such notice shall be made in duplicate and shall show the specific violation, and in the case of vehicular traffic violation, it shall show the State license number of such vehicle and the owner's name, if possible to obtain the same, and in the case of pedestrian traffic violation, it shall show such pedestrian's name and for the purpose of obtaining such pedestrian's name, the police officer preparing the notice may require of such pedestrian proof of identification.

Such notice shall be signed by such police officer giving his badge number. One copy of such notice shall be presented to such pedestrian or to the owner of such vehicle or to his representative when found in charge of such vehicle and in case such owner or his representative be not found in possession or in charge thereof, the posting of such notice ina conspicuous place upon the vehicle shall be sufficient notice of such violation. It shall be the duty of such police officer to make a report to the officer of Traffic Violations Bureau of the service of such notice. In the event that such police officer cannot serve such notice upon the owner of a vehicle or his representative in the case of a vehicular violation, such notice shall be reported to the office of Traffic Violations Bureau and a notice of such violations shall then be served upon said owner, the mailing of said notice to the last and usual address of such owner being sufficient. Any person who has been notified of the violation of any vehicular or pedestrian traffic regulation, shall within 48 hours after having been notified, oresent himself together with the notice at the office of the Traffic Violations Bureau of the City, and if he so desires, plead guilty, and for the violation of any traffic regulation which pertains to motor vehicles in motion, shall pay the City Clerk a fee of $2.00; and for the violation of any traffic regulation which pertains to the parking of motor vehicles, shall pay the City Clerk a fee of $1.00; and for the violation of any pedestrian regulation by a pedestrian, shall pay the City Clerk a fee of 50 cents until January 1, 1950; thereafter, for the violation of any pedestrian regulation by a pedestrian, shall pay the City Clerk a fee of $1.00.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul M. Burns

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September 1949, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2365.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 29th day of Septemb er 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2366

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne and Hosler & Pearson, Inc., of Fort Wayne, Indiana, for the improvement of the City Light and Power Works.

WHEREAS, on the 2nd day of August, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works duly entered into a written contract with Hosler & Pearson, Inc., for the construction, delivery and erection of a certain system of piping in and about the Generating Station of the City Light and Power Works of the City of Fort Wayne, which contract is in the following words and fugures, to-wit:

CONTRACT FOR THE IMPROVEMENT OF THE
CITY LIGHT AND POWER WORKS

CITY OF FORT WAYNE, INDIANA
CONTRACT #10

PIPING SYSTEM FOR TURBINE GENERATOR

THIS CONTRACT, Made and entered into this 2nd day of August, 1949, by and between the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, a municipal corproation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and HOSLER AND PEARSON, INC., a corporation duly organized and existing under the laws of the State of Indiana, whose address is 215 West State Blvd., Fort Wayne 7, Indiana, hereinafter called the "CONTRACTOR,"

WITNESSETH, That the Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all labor, materials, apparatus and expendible tools and equopment and all other services required for the construction of the work specified in the attached specifications, which cover the furnishing of all labor, materials, apparatus, expendible tools and equipment and all other services required for the construction, delivery, and erection of a complete system of steam, exhaust, oil, and water piping to serve the new 10,000 KW steam turbibe driven generator unit and auxiliaroes for, in and about the Generating Station of the City Light and Power Works of the City of Fort Wayne, Indiana, as specified under Contract #10 of the attached specifications, including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Fifty-Seven Thousand and Nine ($57,099.00 Dollars in the manner hereinafter set out.

ARTICLE III PAYMENTS TO CONTRACTOR

During the progress of construction at the site of the work, the Contractor may submit an estimate, on or about the first of each month, of the value of the construction completed and/or materials delivered. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers Eighty-Five (85%) Percent of the amount of the estimate, less all previous payments shall be due and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the equipment, material, or apparatus.

The final payment, under the contract, will be due and payable only after theContractor shall have fully complied with all the terms of the contract abd after the Engineers have approved the completed work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

ARTICLE IV NONDISRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performace of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of this contract.

The Contractor agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and shall file a schedule of the wages to be paid with the Board of Public Works of the City of Fort Wayne before any work is performed on this contract or any shb-contract.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensatipn Act of the State of Indiana.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatin, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Information for Bidders
3. Bidder's Bond
4. Proposal and Affidavit Form
5. Non-collusion Affidavit Form
6. Performance Bond
7. General Specifications and Conditions
8. Detailed Specifications, Contract #10, Piping System for Turbo Generator and Drawings
9. This Contract

ARTICLE VI COMPLETION DATE

The Contractor agrees to start work within 45 calendar days after date of this Contract and approval of same by the Common Council of the City of Fort Wayne, Indiana, and to complete all work covered by the Contract within 120 calendar days after date of the contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

ARTICLE VII APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and xxx seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

Seal

BOARD OF PUBLIC WORKS

ATTEST:
Joseph M Schwartz
SECRETART

Walter C.Vetter
Frank A.Derck
Chauncey L Griffith

Approved as to form and legality:
Oliver H Eggers
Assoc. CITY ATTORNEY

Hosler and Pearson Inc.

By Paul R Hosler President
By _____

NOW, THEREFORE, BE IT O DAINED BYT EH COMMO' COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

That the aforesaid contract be and the same is hereby ratified and approved and that this ordinance shall be in full force and effect from and after it s passage by the Council and approval by the Mayor.

Edwin C. Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Eight////Nays....None

We Hereby Certify, That the Common Council of he City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September, 1949. by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2366.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 29th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2367

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne and The American Coach and Body Company, Inc., of Cleveland, Ohio, for the purchase of a Hydraulic Tower Lift.

WHEREAS, on the 24th day of August, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Safety duly entered into a written contract with The American Coach and Body Company for the purchase of a hydraulic tower lift for the signal department of the City, which contract is in the following words and figures, to-wit:

CONTRACT FOR PURCHASE

OF

HYDRAULIC TOWER LIFT

THIS CONTRACT made and entered into this 24th day of August, 1949, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Safety, as purchaser, and The American Coach and Body Company, 9503 Woodland Avenue, Cleveland 4, Ohio, as seller, WITNESSETH:

Purchaser agrees to pruchase and seller agrees to sell one (1) 21 ft. hydraulic tower lift meeting the following specifications.

The tower shall be dual three section telescoping tube tyoe, machined and honed to close tolerances. The platform shall be rigid or stationary type and sturdily constructed of shite pine or spruce, securely joined with 1" round mortise joints and reinforced with flat iron and stell truss rods where necessary. Wood platform shall be securely bolted to the metal plate of the hoist proper.
Platform to be approximately 4 ft. wide and approximately 6 ft. long and insulated to meet any need for high voltage. Ahigh pressure rotary pump actuated by a power take-off, permite smooth operation in raising and lowering of the tower. Platform rails shall be collapsible type and to be firmly latched when in upright position. Platofrm incorporates non-skid, slip-proof flooring for safe confident footing.

The entire hoist and platform shall be properly mounted and securely bolted to the frame of the truck. The hydraulic hoist shall have additional support members of steel rods or angle iron bolted to the chassis frame and to a bracket about 2/3 the height of the outside tube to prevent side sway while truck is in motion. An additional pair of support brackets shall be furnished for the prevention of forward and backward sway of the tower hoist while truck is in motion. Body is to be reinforced at points where this support bracket is attached.

Tower hoist to attain a height of approximately 21 ft. These specifications will vary due to different models and makes of chassis and also tire sizes used.

Weight of tower and platform uncrated approximately 2100 pounds.

Purchase agrees to pay seller for said tower lift the total purchase price of Two Thousand Three Hundred One and 50/100 ($2301.50) Dollars f.o.b. Cleveland, Ohio.

PLEASE NOTE:

An additional charge of $165.00 for mounting of above unit on your chassis at our plant should be incorporated in this transaction, as per our letter of July 8, to Mr. Robert J.Gaskill, Superintendent of Fire Alarms.

Although this agreement is fully executed by both parties, it is agreed and understood that it shall not be binding on the part of the City of Fort Wayne until a approval for the purchase of said tower lift shall have been obtained from the Common Council of the City of Fort Wayne, Indiana. In the event such approval is not obtained within sisxty (60) days from the date of the execution of this contract the same shall be null and void.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date first above written.

CITY OF FORT WAYNE, INDIANA

By

Fred Berghoff Chairman

Richard A Hurst

Dayton F.Abbott

Its Board of Public Safety

PURCHASER

THE AMERICAN COACH AND BODY COMPANY

By Harvey F. Berghaus

Its Vice President

SELLER

NOW, THERFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

ATTEST:

Herman J.Bitler, Secretary

That the aforesaid contract be and the same is hereby ratified and approved and that this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Charles H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Eight.....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September, 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO.2367

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 29th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949

Henry E.Branning Jr
Mayor.

CITY OF FORT WAYNE, INDIANA

GENERAL ORDINANCE NO. 2368

AN ORDINANCE RATIFYING AND APPROVING A CONTRACT WITH FORT WAYNE TRANSIT, INC. RELATIVE TO THE REPAVEMENT OF SOUT WAYNE AVENUE, IN THE CITY OF FORT WAYNE, INDIANA, BETWEEN THE NORTH PROPERTY LINE OF KINNAIRD AVENUE AND THE NORTH PROPERTY LINE OF RUDISILL BOULEVARD.

WHEREAS, heretofore on, to-wit: September 27, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, entered into a contract with Fort Wayne Transit, Inc, relative to the repavement of South Wayne Avebue, in the City of Fort Wayne, Indiana, between the north property line of Kinnaird Avenue and the north property line of Rudisill Boulevard, which said contract is in words and figures following, to-wit:

THIS AGREEMENT MADE AND ENTERED INTO THIS 27TH DAY OF September, 1949, by and between the City of Fort Wayne (hereinafter called the "City), a municipal corporation in the county of Allen and state of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc. (herinafter called the "Corporation"), an Indiana corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to Indiana Service Corporation (hereinafter referred to as "Predecessor Corporation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right,authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and on August 26, 1941, respectively, as supplemented and modified by those certain agreements, dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and on December 23, 1947, respectively; and

WHEREAS, the Corproation acquired from the Predecessor Corporation, an Indiana corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses (to which all of the aforesaid franchise agreements relate), and became the successor in interest to the Predecessor Corporation in, to ans under all of said franchise agreements; and

WHEREAS, under Section 1 of Article II of the said agreement, dated December 5, 1947, the Corporation is required, among other things, to resurface with asphalt from curb to curb that portion of South Wayne Avenue in the said City of Fort Wayne between Creighton Avenue and a point south of Maxine Street (Drive) in said City, at the time and upon the terms and conditions provided by said agreement, dated December 5, 1947; and

WHEREAS, it has been determined by the City and the Corporation, after a thorough study and investigation by their respective engineers, that the deterioration and present condition of said South Wayne Avenue between the north property line of Kinnaird Avenue and the north property line of Rudisill Boulevard is such that it should not be resurfaced with asphalt, but that it should be repaved with concrete; and

GENERAL ORDINANCE NO. 2368

WHEREAS, the City desires and proposes to repave in the near future the portion of said Sout Wayne Avenue between the north property line of Kinnaird Avenue and the north property line of Rudisill Boulevard, and the Corporation is willing, upon the terms and conditions herein contained, to contribute to the cost of said repaving in an amount approximating that what it would cosy the Corporation to resurface said portion of Sout Wayne Avenue under the terms and conditions of said agreement, dated December 5, 1947.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I

Section. 1. The Corporation, inlieu of performing and carrying out the provisions of Article II of said agreement, dated December 5, 1947, with respect to South Wayne Avenue in the City of Fort Wayne, Indiana, between the north property line of Kinnaird Avenue and the north property line of Rudisill Boulevard, shall pay tothe contractor laying said concrete pavement, for the benefit of the City, within twenty-four (24) hours after requested so to do by the City, Eleven Thousand Eight Hundred Dollars ($ 11,800.00) toward the contract cost of repaving the aforesaid portion of South Wayne Avenue from curb to curb, with eight (8) inch reinforced concrete.

Section 2. All such paving shall be carried out and performed upon the following terms and conditions:

(1) Under public letting of a contract with specifiaations to be established by the the City.

(2) The City shall pay the remaining cost of repaving (including the removal of old pavement, tracks, rails, ties and appurtenances in said portion of South Wayne Avenue) and shall make or cause to be made all necessary removals, repaving and peplacing of curbs.

(3) All tracks, rails, ties and appurtenances so removed shall be placed along the side of said portion of South Wayne Avenue by the City at its own cost and expense, and then to be removed therefrom by the Corporation, at its own cost and expense and as its full and absolute property.

Section 3. The performance by the Coproation of all the matters and th ings to be performed by it under Section 1 and 2 of this Article I shall be in full release, discharges, satisfaction and performance of all the requiremnts under said agreement, dated August 11, 1941, as modified by said agreement, dated December 5, 1947, and by this agreement and the laws of the State of Indiana in respect to the removal of tracks and rails and pavement restoration as to said portion of South Wayne Avenue.

ARTICLE II

Section 1. Except as espressly midified by this agreement, all the terms and conditions, of the said agreement, dated October 3o, 1939, ofthe said agreement, dated August 11, 1941, of the said agreement, dated July 27, 1942, and of the said agreement, dated December 5, 1947, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions, thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and afterthe date of this agreement being approved by Ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By

Walter C.Vetter
(Walter C.Vetter)

Frank A.Derck
(Frank A Derck)

Chauncey L. Griffith
(Chauncey L.Griffith)
Its Board of Public Works

Attest:

Joseph M.Schwartz
(Joseph M. Schwartz)
Secretary

Approved as to form and legality:

Harry H.Hilgemann
(Harry H.Hilgemann)
City Attorney

FORT WAYNE TRANSIT,INC.
By Donald H.Walker
(Donald H.Walker)
President

ATTEST:

L.P.Reincke
(L.T.Reincke
Assistant Secretary

WHEREAS, the foregoing contract is now presented to the Common Council of the City of Fort Wayne, Indiana, for ratification and approval; and

WHEREAS, all acts, conditions and things precedent to the execution by the Board of Public Works of the City of Fort Wayne of this contract have been effected and been

properly done in regular and due form as required by law, and the Common Council is of the opinion that said contract should be ratified and approved:

NOW, THEREFORE, BE IT ORDAINED, byt the Common Council of the City of Fort Wayne, Indiana:

1. That the aforesaid contract with Fort Wayne Transit, Inc. relative to the repavement of South Wayne Avenue, in the City of Fort Wayne, Indiana, between the north property line of Kinnaird Avenue and the north property line of Rudusill Boulevard, be, and the same is hereby approved, ratified and confirmed, and sjall be in full force and effect from and after the date this ordinance becomes effective.

2. That this ordinance is passed upon the same day and at the same meeting at which it is introduced, and it is passed by the unanimous consent of all members of the Common Council present, and there are present and voting at least two-thirds of the members elect of the said Common Council.

3. That this ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Edwin C.Lindenberg

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Eight.....Nays....None.

We Hereny Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of September 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2368.

F.Wade Boyman
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 29th day of September 1949.

Norbert G.Welch
City Clerk

Approved this 3rd day of October 1949

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2369

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne and Howard Martin d/b/a/ Martin Wrecking Company for the erection of a certain surface condenser for the City Utility.

WHEREAS, on the 13th day of August, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works duly entered into a written contract with Howard Martin d/b/a/ Martin Wrecking Company for the erection of a certain surface condenser for the City Utility, which contract is in the following words and figures, to-wit:

CONTRACT FOR THE IMPROVEMENT OF THE CITY LIGHT AND POWER WORKS

CITY OF FORT WAYNE, INDIANA

CONTRACT NO. 13

This Contract, Made and entered into this Thirteenth day of September, 1949, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and Howard Martin doing business as Martin Wrecking Company whose address is 3101 New Haven Avenue, Fort Wayne 4, Indiana hereinafter called the "CONTRACTOR."

WITNESSETH: That the Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall and agrees to,perform everything required to be performed and shall provide and furnish at its sole cost and expense all labor, materials, apparatus and expendable tools and equipment and all other services required for the work specified in the attached specifications for Contract No. 13, which cover The furnishing of all labor, materials, rigging equipment, expendable tools, and all other services required for the erection of one (1) 11,000 sq. ft. surface condenser and auxiliary equopment at the generating station of the City Light and Power Works, of the City of Fort, Indiana including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Five thousand one hundred ten dollars, ($5,110.00) in the manner set out.

ARTICLE III - PAYMENTS TO CONTRACTOR

During the progress of work at the site, the Contractor may submit an estimate, on or about the first of each month, of the value of the work completed. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers Eighty-Five (85) Percent of the amount of the estimate, less all previous payments shall be due and payable to the Contractor, The making of such payment shall not, however, be construed as an acceptance by the Owner of the work.

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract abd after the Engineers have approved the completed work, except that if approval and acceptance is delayed, other than by fault of the

2PBJX

Contractor, the final payment for work completed will be due and payable within ninety (90) days after completion of the work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

ARTICLE IV - NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted, from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor further agrees to pay and also require of his Sub-contractors that they pay wage rates on the work covered by this contract which shll not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and shall file a schedule of the wages to be paid with the Board of Public Works of the City of Fort Wayne before any work is performed on this contract or any sub-contract.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compension Act of the State of Indiana.

ARTICLE V - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for Bids.
2. Information for Bidders.
3. Bidder's Bond.
4. Proposal and Affidavot Form.
5. Non-collusion Affidavit.
6. Performance Bond.
7. General Specifications and Conditions.
8. Detailed Specifications, Contract No. ___
9. This Contract.

ARTICLE VI - COMPLETION DATE

The Contractor agrees, upon approval of this contract by the Common Council of the City of Fort Wayne, Indiana, to start the work immediately upon the arrival of the condenser and/or associated equipment at the site and to complete all work covered by this Contract within thirty (30) calendar days thereafter.

ARTICLE VII - APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become

and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

(SEAL)

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:
Joseph M.Schwartz
Secretary

Walter C.Vetter
Frank A Derck
Chauncey L. Griffith

Approved as to form and legality:

O.H.Eggers
Assc. CITY ATTORNEY

(SEAL)

Howard Martin
D.B.A. Martin Wrecking Co.
CONTRACTOR

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

That the aforesaid contract be and the same is hereby ratified and approved and that this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H.Boyer

The Ordinance was read the thirs time in full and on motion was now passed by the following vote: Ayes.....Eight.....Nays....None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of October, 1949, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and k nown as SPECIAL ORDINANCE NO. 2369.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of October 1949.

Norbert G.Welch
City Clerk

Approved this 17th day of October 1949.

Henry E.Branning Jr.
Mayor.

PBJX

SPECIAL ORDINANCE NO, 2370

AN ORDINANCE AUTHORIZING THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE TO SELL CERTAIN REAL ESTATE.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Sec 1. The the Board of Public Works of the City of Fort Wayne be and it is hereby authorized to sell the following described real estate, to-wit: The West 12 feet to the city of Fort Wayne and the East 17.3 feet of Lot No.11 in Charles W.Sherer's Riverside Addition to the city of Fort Wayne.

Section 2. That the Board of Public Works of the City of Fort Wayne, Indiana, through the City Attorney of the City of Fort Wayne, Indiana be ordered to file in the Circuit Court, a petition for the appointment of appraisers to appraise said real estate as provided by law; that the Board of Public Worsk of the City of Fort Wayne, Indiana be and it is authorized to sell said real estate for not less than the full appraised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana be and he is hereby authorized to execute a quit clain deed to the purchaser of the aforementioned real estate, said deed to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A.Herber

The Ordinance was read the thrid time in full and on motion was now passed by the following vote. Ayes.....Eight.....Nays.....None.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeti ng held on the 11th day of October 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2370.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of October 1949.

Norbert G.Welch
City Clerk

Approved this 17th day of October 1949.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2371

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works and The General Electric Company for the erection of a Steam Turbine Generating Unit.

WHEREAS, onthe 4th day of October, 1949, the City of Fort Wayne, Indiana acting by and through its Board of Public Works, duly entered into a written contract with The General Electric Company, of Schenectady, NewYork, for the erection of a Steam Turbine Generating Unit and accessory equipmnet at the City Light and Power Works, Fort Wayne, Indiana, which contract is in the following words and fugures, to-wit:

CONTRACT FOR THE IMPROVEMENT OF THE CITY LIGHT AND POWER WORKS

CITY OF FORT WAYNE, INDIANA

CONTRACT NO. 12

This Contract, made and entered into this Fourth day of October 1949, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and The General Electric Company, whose address is Schenectady New York., hereinafter called the "CONTRACTOR."

WITNESSETH: Thatthe Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all labor, materials, apparatus and expendable tools and equipment and all other services required for the work specified in the attached specifications for Contract No. 12, which cover the erection of one 10,000 KW Steam Turbine Generating Unit and accessory equipment at City Light and Power Works, Fort Wayne Indiana, with the exception of Paragraph 6, Page 30 of the Specifications, which is hereby midified at General Electric Company's request, so that the Contractor shall indemnift and save harmless said City of Fort Wayne from all claims of any person pr persons against said Contractor or said City for injury to persons or damage to property arising out of the negligence of the Contractor and that the Contractor shall indemnify and save harmless the City of Fort Wayne from and against any and all damage to property or injury to persons caused by its negligence when using tools or equipment furnished by the City of Fort Wayne.
"The contractor shall not be liable for consequential damages resulting from any delay by the contractor in performing this contract";
including any and all addenda, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Thirteen thousand eight hundred seventy-five Dollars ($13,875.00) in the manner set out.

ARTICLE III - PAYMENTS TO CONTRACTOR

During the progress of work at the site, the Contractor may submit an estimate, on or about the first of each month, of the value of the work completed. The Engineers will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers Eighty-Five (85) Percent of the amount of the estimate, less all previous payments shall be due and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the Work.

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work, except that if approval and acceptance is delayed, other than by fault of the Contractor, the final payment for work completed will be due and payable within ninety (90) days after completion of the work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

ARTICLE IV - NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor of Subcontractor shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract account of race or color;

(c) That there may be deducted, from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract; a penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor further agrees to pay and also require of his Sub-contractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and shall file a schedule of he wages to be paid with the Board of Public Works of the City of Fort Wayne before any work is performed on this Contract or any sub-contract.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this contract as of herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for Bids.
2. Information for Bidders.
3. Bidder's Bond.
4. Proposal and Affidavit Form.
5. Non-collusion Affidavit.
6. Performance Bond.
7. General Specifications and Conditions.
8. Detailed Specifications, Contract No. -
9. This Contract.

ARTICLE VI - COMPLETION DATE

The Contractor agrees, upon approval of this contract by the Common Council of the City of Fort Wayne, to start the work immediately upon the arrival of the turbine generating unit and/or accessory equipment at the site and to complete all work covered by this Contract within Fifty-six (56) calendar days thereafter.

ARTICLE VII - APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Board of Public Works, shall not be binding obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year above written.

(SEAL)

ATTEST:
Joseph M Sschwartz
Secretary

CITY OF FORT WAYNE
BORAD OF PUBLIC WORKS
Walter C Vetter
Frank A.Derck
Chauncey L.Griffith

Approved as to form and legality:
Oliver H Eggers
Assc, CITY ATTORNEY

General Electric Company
C.W.Fick
District Manager Appratus Dept.
Contractor

(Seal)

NOW. THEREFORE, Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the aforesaid contract be and the same is hereby ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Chas. H.Boyer

SPECIAL ORDINANCE NO. 2371 (continued)

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 25th day of October 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as

SPECIAL ORDINANCE NO. 2371.

F.Wade Boylan
President.

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 28th day of October 1949.

Norbert G.Welch
City Clerk

Approved this 28th day of October 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2372

AN ORDINANCE amending Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by prohibiting parking on a certain additional street, as amended

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by prohibiting parking at all times upon the following additional street: Walnut Street, south side from Fairfiled Avenue to Oakley Street.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A.Herber

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes .....Nine...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th day of Nove,ber, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2372.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 12th day of November 1949.

Norbert G.Welch
City Clerk.

Approved this 15th day of November 1949.

Henry E.Branning Jr
Mayor.

2PBJX

SPECIAL ORDINANCE NO. 2373

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne, Indiana and Korte Bros. Inc., for the purchase of a Motor Grader.

WHEREAS, on the 25th day of October, 1949, the City of Fort Wayne, Indiana, acting and through its Board of Public Works, duly entered into a written contract with Korte Bros, Inc., of Fort Wayne, Indiana, for the purchase of a Motor Grader to be used by the Street Department of said City, which contract is on the following words and figures, to-wit:

CONTRACT FOR PURCHASE OF

MOTOR GRADER

THIS CONTRACT made and entered into this 25th day of October, 1949, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, as Purchaser, and Korte Bros. Inc., an Indiana corporation of Fort Wayne, Indiana, as Seller, WITNESSETH:

Purchaser agrees to pruchase and seller agrees to sell one (1) Austin-Western Model 55 Motor Grader, equipped, as follows:

Engine	-	International Model I.U. Gasoline powered, 31 H.P. with Electric Starter.
Steering	-	Hand operated.
Mouldboard	-	8 ft. lomg, ½" thick, 19" high, hydraulically controlled.
Scarifier	-	Operated by hydraulic ram, 7 tooth, oval type, 38" long with removable hardened points.
Brakes	-	Hydrualical wheel brakes foot operated.
Tires	-	Rear Tires 10:00 x 20 Road Builder, 8 ply Front Tires 6:00 x 20 Ribbed tread, 6 ply.
Speeds	-	Five (5) Speeds forward, One (1) Reverse
Weight	-	Approximately ----------9,000 lbs.

Purchaser agrees to pay sellwe for said Motor Grader the sum of Four Thousand Two Hundred Twenty-three and no/100 Dollars ($4223.00). less trade-in-allowande on used Adams Grader of Two Hundred Sixty Dollars ($260.00), making a net purchase price of Three Thousand Nine Hundred Sixty Three and no/100 Dollars, ($3963.00); delivered to the City of Fort Wayne Street Department.

Delivery of said grader by seller to purchaser shall be made immediately upon ratification of this agreement.

Although this agreement is fully executed by both parties, it is agreed and understood that it shall not be binding upon the part of the City of Fort Wayne until approval for the purchaseof said Motor Grader shall have been obtained from the Common Council of the City of Fort Wayne, Indiana. In event such approval is not obtained within sixty (60) days from the date of the execution of this contract, the same shall be null and void.

IN WITNESSETH WHEREOF, we have hereunto set our hands and seals the date first above written.

CITY OF FORT WAYNE, INDIANA
By Walter C.Vetter
Frank C Dercks
Chauncey L Griffith
Members of the Board of Public Works.

PURCHASER

ATTEST:
Joseph M. Schwartz
Joseph M Schwartz, Secretary

KORTE BROS., INC.

BY M.C.KORTE
Its President

SELLER

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

That the aforesaid contract be and the same is hereby ratified and approved and that this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Edwin C. Lindenberg

SPECIAL ORDINANCE NO. 2373 (continued)

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of November 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2373.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 12th day of November 1949.

Norbert G.Welch
City Clerk

Approved this 15th day of November 1949.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2374.

AN ORDINANCE, changing, amending and supplemental General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the City into districts; to provide for administration and for penalties for the violation of itsprovisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This rdinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of the City of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Five (5) of the map which is a part of General Ordinance No. 1436 as above described, be changed from those of a "B" district to those of a "C" district on the area described as follows, to-wit:

Lot No. 192 in Dreibelbiss Addition to the City of Fort Wayne, Allen County, Indiana, being real estate, located at the Southeast corner of Darrow Avenue and Harrison Street.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after pu blic hearing thereon as provided by law, and its passage and approval by the Mayor and legal publication thereon.

Julian F.Franke Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine...Ayes.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of November, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2374.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 12th day of November 1949.

Norbert G.Welch
City Clerk.

Approved this 15th day of November 1949.

Henry E.Branning Jr
Mayor.

2PBJX

SPECIAL ORDINANCE NO. 2375

AN ORDINANCE AUTHORIZING PURCHASE OF LOT 2 AND THE NORTH TEN FEET OF LOT 3 HANNA'S ADDITION.

Whereas the following described real estate, to-wit:

Lot numbered two (2) and the north ten (10) feet of Lot numbered three (3) in Hanna's Addition to the Town, now City, of Fort Wayne, in Allen County, Indiana, according to the recorded plat of said Addition, (which real estate faxes Barr Street Market and is across the alley from City Utilities Offices).

is now being leased by the City, and is used by the city for the general purpose of parking, storing, and repairing of automobiles used and operated by the various departments of the city, and said real estate is needed by such city for such public use; and whereas, on the fourth day of November, 1049, at 10:00 a.m. of said day, said real estate was exposed for sale by Commissioners appointed by the Allen Superior Court No. 2 of Allen County, Indiana, and the city, acting through the Mayor and the Board of Public Works, bid in said real estate for the sum of $7500; and subjext to the taxes for the year 1949, and subsequent years, and subject to the approval of the court;

Whereas said sum is the appraised value of said real estate and is the fair and reasonable value of the same.

Now, therefore, be it ordained by the Common Council of the City of Fort Wayne:

Section 1. That the purchase of the aforesaid real estate, at and for the aforesaid price, by the City of Fort Wayne, Indiana, be, and the same is hereby authorized.

Section 2. That the acts of the Mayor and the Board of Public Works in bidding for said real estate at the aforesaid sale, be, and the same are hereby approved.

Section 3. That before the completion of said sale and the payment of the purchase money, the abstract for the same be examined and approved by the City Attorney.

Section 4. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Arthur A Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of November, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2375.

F.Wade Boylan
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 26th day of November 1949.

Norbert G.Welch
City Clerk

Approved this 28th day if November 1949.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2376

AN ORDINANCE changing, amending and supplementing General Ordinance No. 1436 and the same being: "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings industries commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into district; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance, and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Four (4) of the ~~xxxx~~ map which is a part of General Ordinance No. 1436, as above described, be changed from those of a "D" District to those of a "C" District on the area described as follows, to-wit:

The West 85 feet of Lot in W.G. Ewing's Addition being a tract of land 45.4 by 85 feet located at the northeast corner of Fairfield Avenue and Brackenridge Street.

Section 2. That all provisions, requirements, restrictions and penalties of said Ordinance No. 1436, shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of December, 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2376.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 17th day of December 1949.

Norbert G.Welch
City Clerk

Approved this 19th day of December 1949.

Henery E Branning Jr.
Mayor.

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GENERAL ORDINANCE NO. 2377

An Ordinance Approving an Agreement With Fort Wayne Transit, Inc.

WHEREAS, heretofore, to-wit: On the 13th day of December, 1949, the City of Fort Wayne, by and through its Board of Public Works, entered into the following agreement with Fort Wayne Transit, Inc., an Indiana corporation, to-wit:

THIS AGREEMENT made and entered into this 13th day of December, 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc. (hereinafter called the "Corproation"), an Indiana Corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to Indiana Service Corporation (hereinafter) referred to as "Predecessor Corproation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coahces and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 26, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and December 23, 1947, respectively; and

WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transporation to the public in said City by means of trolley coaches and motor buses and became the successot in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and

WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949; and

WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specift a portion of the consideration to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifies the amounts of money to be paid by the Corporation and its predecessors for the use of the City's Streets and other public places in and for the operation of motor buses in the said local transportation system; and

WHEREAS, said amounts of money were so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provis ions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of such payments for both trolley coach and motor bus operation onthe City's streets and other public places; and

WHEREAS, the City and the Corproation have met and agreed upon a revision of such payments upon the terms and conditions hereinafter contained: and

WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949 (all of which five agreements are somtimes collectively hereinafter called "Present Franchise Agreemts"), provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, thet the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements; and

WHEREAS, certain of the said track removals and pavement restorations have been effected in advance of the time provided therefore by the Present Franchise Agreements, but certain othere of the said track removals and pavement restorations have not been effected, are not now required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, after "the cessation of the national emergency"; and

WHEREAS, the City, by reason of the deterioration and present condition of those streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corpora tion of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its uses of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE I

NEW FRANCHISE FEES

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said Agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941,

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to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1959 and each subsequent year (unless modified as hereinafter provided) in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

FOR THE CALENDAR YEARS 1950-1954, BOTH INCLUSIVE

1/2% of the first $1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next $500,000 of the Corporation's passenger revenues in each such year

Plus

1-1/2% of all the Corporation's passenger revenues in each such year in excess of $1,5000,000

FOR ALL SUBSEQUENT CALENDAR YEARS

1/2% of the first $1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next $5000,000 of the Corporation's passenger revenues in each such year

Plus

2% of all the Corporation's passenger revenues in each such year in excess of $1,500,000

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars ($13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(a) On or before ten (10) days after the thirtieth (30) day of June in each such year, the Corp- shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars ($6,500.00).

(b) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller ofthe City a statement, verified by the president, a vice president, the treasurer or an assistant treasurer of the Corporation, showing (i) the total amount of the Corporation's passenger revenues for such year, (ii) the total ampunt of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and (iii) the amount of said annual franchise fee remaining to be paid deducting the said payment of Six Thousand Five Hundred Dollars ($6,500.00); provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars ($13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred Dollars ($6,500.00), to the end that the said minimum annual franchise fee of Thirteen Thousand Dollars ($13,000.00) shall be fully paid,

The Corporation, concurrently with the making and f iling of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to subdivision (a) or (b) above, at any time, and from time to time hereafter, shall be received, placed and held by the City in a special, separate and specific fund called the "Transit Franchise Fund", and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other

purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corproation is then regularly operating trolley coaches and or motor buses in said local transportation system.

Section 4. On the Termination of the period ending on December 31, 1959, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corproation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, oneof whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members.

Such board of arbitration shall meet and continue sessions without unneccessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

In case the Corproation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

ARTICLE II

SATISFACTION OF CORPORATION'S TRACK REMOVAL AND STREET RESTORATION DUTIES AND OBLIGATIONS

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be, and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made) namely, to-wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars ($27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and a like amount on the first (1st) day of May in each of the years 1950-1953, both inclusive.

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Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed, and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the renewal or restoration of the following streets:

On the Following Named Streets	Between the Following Named Streets	
South Wayne Avenue	Creighton Avenue	and Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	and a point south of Maxine Dr (end of track)
Warsaw Street	Pontiac Street	and Oxford Street
Oxford Street	Warsaw Street	and Anthony Boulevard
Spy Run Avenue	400 feet north of St. Marys River Bridge	and property of Centlivre Brewing Corporation
State Street	Spy Run Avenue	and Parnell Avenue
Calhoun Street	Pontiac Street	and Rudisill Boulevard

In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks rails and ties,together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently with this agreement's being in full force and effect become the full and absolute property of the city without any further acr or deed.

All tracks, rails and ties, together with their appurtenances, ofthe Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute pr operty of the City. The Corporation may in its descretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full release, discharge, satisfaction and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the present Franchise agreements. All tracks removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be abdremain in full force and effect.

Section2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit,of, the parties hereto and their respective

successors and assigns, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By Walter C Vetter

Frank A Derck

Chauncey L Griffith

Its Board of Public Works

ATTEST:
Joseph M Schwartz
Secretary

Approved as to form and legality:
Harry H Hilgemann
City Attorney

FORT WAYNE TRANSIT, INC
By Donald H.Walker
President

ATTEST:
Edward T Schele
Secretary

WHEREAS, said agreement has been duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That the foregoing agreement, dated the 13th day of December 1949, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, and Fort Wayne Transit, Inc., an Indiana Corporation, be, and the same is hereb y, approved, ratified and confirmed, and the said Fort Wayne Transit, Inc., its successors and assigns, is hereby granted the rights, privileges and authority provided for in said agreement in accordance with the terms, provisions and conditions thereof.

Section 2. This Ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor. Chas H. Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes.....Nine.....Nays....None.

WE Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December 1949, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2377.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of December 1949.
Norbert G.Welch
City Clerk.

Approved this 30th day of December 1949.

Henry E.Branning Jr.
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2378

AN ORDINANCE, changing, amending and supplementing and supplementing General Ordinance No. 1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section two (2) of the map which is a part of the General Ordinance No.1436 as above dewcribed, be changed from those of a "C" district and "D" district to those of an "E" district on the area described as follows, to-wit:

Lots Numbered 5 to 12, both inclusive, in McCulloch's Homestead Addition to the City of Fort Wayne, Allen County, Indiana,

And

Lots Numbered 25 to 27, both inclusive, in H.B.Reed's Addition to the City of Fort Wayne, Allen County, Indiana.
Said real estate being bounded on East by Ross Street, on the south by Superior Street, on the west by VanBuren Street, and on the north by the first alley north of Superior Street.

Section 2. That all provisions, requirements restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after public hearing thereon as provided by law, and its passage and approval by the Mayor and legal publication thereof.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passedby the following vote: Ayes.....Nine.....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of December 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2378.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of December 1949.

Norbert G.Welch
City Clerk.

Approved this 30th day of December 1949.

Henry E.Branning Jr
Major.

GENERAL ORDINANCE NO. 2379

AN ORDINANCE amneding Section 32, Chapter 16 of the Municipal Code of the Municipal Code of the City of Fort Wayne, Indiana,1946, by requiring all applications for renewal of stands in the Market to be subject to approval by the Board of Public Safety.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, AILEN COUNTY, INDIANA:

Section 1. That Section 32, Chapter 16 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

Sec. 32 RENEWING RENTALS OF STALLS, etc.

All persons desireing to renew the rental of stalls or stands on the retail market shall file notice of their desire to so renew with the clerk of the Board of Public Safety between the first day of May and the first day of June of each year. The right to renew such stall or stand shall be given only to the marketeer, or person who produces the commodity sold by such person. All applications for renewal shall be subject to approval by the Board of Public Safety upon recommendation by the market master. Thereupon the clerk immediately shall issue an order to the applicant for said stand or stall and upon the immediate presentation of the same, and upon the immediate payment of the annual rental price as provided in Section 31 of this chapter by the applicant to the controller, the latter shall issue a certificate to the applicant entitling him to use said stall or stand on the days covered by the rental for a period of one year from the date of the certificate, which certificate shall be dated the third Saturday of June. All stands and stalls not rented before the third Satur day of June shall be rented on said day only to marketeers who produce the commodity sold by them upon the market. No application for rental for such stands or stalls shall be received before 10:00 A.M. on the said third Saturday of June, and all certificated shall be issued so as to expire by said third Saturday of June.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer.

GENERAL ORDINANCE NO. 2379 continued

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2379.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of December 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of December 1949.

Henry E.Branning Jr.
Mayor.

General Ordinance No. 2380

AN ORDINANCE amending Section 10, Chapter 16 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by setting the hour of closing the Market at 7:30 o'clock P.M. during the months of January, February and March.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 10, Chapter 16 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended to read as follows:

Sec 10. DAYS AND HOURS MARKET PERMITTED TO BE OPEN.

All articles intended and held for sale on said farmers' and producers' retail market may be offered for sale on Tuesday, Thursday and Saturday of each week between the hours of 5:00 A.M. and 12:00 P.M. and on Wednesday and Friday of each week between the hours of 3:30 P.M. and 9:00 P.M. except during the months of January, February and March when closing hour shall be 7:30 P.M. and at and on no other days nor at any other hours, and it shall be unlawfull for any person to sell or offer for sale on said market any article of any kind or character except on said days and during said hours, respectively.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine ...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December 1949, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO2380).

F.Wade Boylan
President

Norbert G Welch
City Clerk.

Presented to the Mayor for approval on the 30th day of December 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of December 1949.

Henry E.Branning Jr
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2381

AN ORDINANCE prohibiting parking of vehicles in the market place during certain designated hours, as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA:

Section 1. It shall be unlawful to park any vehicle in the market place on Tuesdays, Fridays, and Saturdays from 5:00 o'clock A.M., to 1:00 o'clock P.M., and on Wednesdays and Fridays from 2:00 o'clock P.M., to 9:30 O'clock P.M., except during the months of January, February, and March when the hours on Wednesday and Friday shall be from 2:00 o'clock P.M., to 7:30 o'clock P.M.,

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance as amended was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine.....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at aregular meeting, held on the 27th day of December 1949, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2381.

F.Wade Boylan
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of December 1949.

Norbert G.Welch
City Clerk

Approved this 30th day of December 1949.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2382

AN ORDINANCE ratifying and approving a contract between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works and Journal Gazette for printing the proceedings of the Common Council.

WHEREAS, on the 6th day of December, 1949, the City of Fort Wayne, Indiana, acting by and through its Board of Public Works duly entered into a written contract with the Journal Gazette for the printing of proceedings of the Common Council of the City of Fort Wayne Indiana, which contract is in the following words and figures, to-wit:

C O N T R A C T

THIS AGREEMENT made and entered into this 6th day of December, 1949, by and between THE JOURNAL - GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the Party of the First Part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1950 until December 31, 1950, and to furnish the Party of the Second Part One Hundred and Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1950, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) of said copies to be b ound with Buckram, and Fifty (50) copies to be bound with cloth,

That the Party of the First Part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Pu blic Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of Two Dollars and Ten Cents ($2.10) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be Two Dollars and Ten Cents ($2.10) per inch column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the First Party fails to perform all the conditions required by this contract to be performed by it, the Party of the Second shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the Party of the First Part.

The Party of the First Part agrees that in the prosecution of said work all proper skill will be exercised and the Party of the First Part agrees to furnish sufficient bond in the sum of Two Thousand ($2,000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said Party of the Second Part.

SPECIAL ORDINANCE NO. 2382

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year first above written.

THE JOURNAL- GAZETTE COMPANY

By: V.M. Simmons
President

By: A.F.Scherer
Secretary
Party of the First Part

MAYOR OF THE CITY OF FORT WAYNE

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS.

ATTEST:
Joseph M Schwartz
Secretary

Walter C.Vetter
Frank A Derck
Chauncey L.Griffith

Approved as to form and legality:
Harry H.Hilgemann
City Attorney.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the aforesaid contract be and the same is hereby ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of January, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2382.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 12th day of January 1950.

Norbert G.Welch
City Clerk.

Approved this 20th day of January 1950.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2383

AN ORDINANCE AUTHORIZING THE BOARD OF AVIATION COMMISSIONERS OF THE CITY OF FORT WAYNE, INDIANA TO SELL CERTAIN BUILDINGS.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. That the Board of Aviation Commissioners of the City of Fort Wayne, Indiana be and it is hereby authorized to sekk the following described buildings now located on Baer Field and more particularly described by numbers as follows:

Buildings numbered 106 - 111 - 112 - 113 - 114 - 115 - 116 - 117 - 118 - 125 - 126 - 127 - 128 - 129 130 - 131 - 132 - 211 - 212 - 213 - 214 - 215 - 216 - 217 - 218 - 219 - 240 - 241 - 242 - 243 - 244 - 245 - 246 - 247 - 470

All of said buildings being located on Baer Field and being identified by the above numbers on the official maps and records of said Board of Aviation Commissioners of the City of Fort Wayne, Indiana. Said sale to be made with the consent and approval of the Civil Aeronautics Administrator.

Section 2. That the Board of Aviation Commissioners of the City of Fort Wayne, Indiana, through the City Attorney of the City of Fort Wayne, Indiana, be ordered to file in the Circuit Court of Allen County, Indiana a petition for the appointment of appraisers to appraise said buildings as provided by law; that the Board of Aviation Commissioners of the City of Fort Wayne, Indiana be and it is authorized to sell said buildings above described and enumerated, for not less than the full apparaised value thereof.

Section 3. That the Mayor of the City of Fort Wayne, Indiana, be and he is hereby authorized to convey said buildings by Bill of Sale or proper instrument of conveyance to the purchaser of said buildings, said instru,ent of cinveyance to be attested by the City Clerk of the City of Fort Wayne, Indiana.

Section 4. That this Ordinance shall be in full force and effect from and after its passage.

F.Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote: Aynes .....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of January 1950, by a amjority vote of all mambers elect, did pass the ordiancne hereunto att,ched, and known as Sepcial Ordinance No. 2383.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 30th day of January 1950.

Norbert G.Welch
City Clerk.

Approved this 2nd day of Bebruary 1950.

Henry E Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2384

AN ORDINANCE ratifying and approving a certain contract dated January 10, 1950, between the Board of Public Works and Grice & Jaeger Construction Co. Inc., for Saint Mary's Riverbend Straightening Project.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That a certain contract dated January 10, 1950, entered into between the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works and Grice & Jaeger Construction Co. Inc., and Indiana corporation, providing for the completion of the project known as the Saint Mary's Riverbend Straightening Project, said contract having been divided into two (2) separate projects designated as Job No. 1 and Job No. 2, for a contract price of 60¢ per cubic yard of all earth, rock or other material removed under the project pursuant to specifications, all as srt out more completely in said contract, be and the same is hereby ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage. approval by the Mayor and legal publication thereof.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Five. Nays.....Four.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 24th day of January, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as Special Ordinance No. 2384.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 30th day of January 1950.

Norbert G.Welch
City Clerk.

Approved this 2nd day of February 1950.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2385

Whereas, the Wabash Railroad Company is the owner of a right of way through the City of Fort Wayne, parts of which right of way were conveyed to its predecessor in title, The Toledo, Wabash & Western Railway Company, ubder three deeds of conveyance, one executed by Charles D. Bond and wife on October 14, 1871, which was recorded December 11, 1871, in the recorder's office of Allen County, Indian, in deed record, volume 54, on page 92; on executed by Pliny Hoagland and Benjamin W. Oakley, executors of the last will and testament of Esther Ewing on October 14, 1871, and which was recorded on December 11, 1871, in said recorder's office in deed record volume 54, on page 94; and the other was executed by William Fleming and Helen F.Fleming, his wife, Stephen D.Bond and Jessie M Bond, his wife, and Charles D. Bond and Lavinia A.Bond, his wife, on October 14, 1871, and recorded on December 11, 1871, in said recorder's office in deed record, volume 54 on page 96, all of which said deeds of conveyance included other land in the vicinity of said right of way and a part of which land covered by said three deeds is described in the lease hereinafter referred to, and

Whereas, the city of Fort Wayne paid the consideration stipulated in said deeds, and said deeds contain covenants and agreements that the grantees therein will not remove its repair shops from said City and will continue to maintain their principal shops in said city and certain other covenants and agreements, all of which constitute covenants running with the land and conditions subsequent to the title of said real estate; and said deeds further provide that in case of a vioation of the same, a forfeiture might be declared by the Commpn Council of said City; and

Whereas, heretofore, to wit, on the first day of April, 1914, the receiver of The Wabash Railroad Company (predecessor of Wabash Railroad Company) andthe General Electric Company entered into a certain written agreement and lease for a certain portion of the real estate described in the aforesaid deeds, which said agreement and lease was ratified and approved by the Common Council of said City on the twenty-seventh day of October, 1914, by Resolution No. 110 appearing on page 158 of the Council Proceedings of 1914; and

Whereas, on the first day of December, 1949, said Wabash Railroad Company and said General Electric Company have entered into a further agreement and lease for a period of forty years from the said last mentioned date; and said agreement and lease contains the express provision that the same shall not become effective as between the said parties until the same is ratified and approved by the city of Fort Wayne by an appropriate ordinance legally adopted, which agreement and lease is in the words and figures as follows, to wit:

THIS INDENTURE OF LEASE, made and entered into this first day of December 1949 , by and between WABASH RAILROAD COMPANY, party of the first part (hereinafter called the Lessor) and the GENERAL ELECTRIC COMPANY of the City of Schenectady and State of New York, party of the second part (hereinafter called the Lessee).

WITNESSETH: That,

FOR AND IN CONSIDERATION of the rentals hereinafter reserved, and the terms, conditions and covenants stipluated to be performed by the parties hereto as hereinafter mentioned, the Lessor does hereby DEMISE AND LEASE unto the Lessee certain land for the purpose of maintaining a factory, office, driveway, fences, sewers and appur-

tenances, situated in the East half of the Northwest Quarter of Section Eleven (11), and being part of Out Lot Two (2) of Ewing's Out Lots (sometimes called Back Lots), all of Lots One (1) Two (2) and Four (4) of Out Lot Three (3), Part of Lot Three (3) of Out Lot Three (3), part of Lots Seven (7) to Eleven (11), inclusive and all of Lots Twelve (12) to Sixteen (16) inclusive of William G.Ewing Jr,'s Addition in the South half of Out Lot Three (3); part of Out Lot Four (4); also part of the West half of said Northwest Quarter (1/4) of said Section Eleven (11), all in Township Thirty (30) North, Range Twelve (12) East, within the City of Fort Wayne, County of Allen and State of Indiana, as shown in green lines on print dated September 12, 1949, attached hereto and hereby made a part of this lease, and more fully described as follows:

Beginning at the point of intersection of the Westerly line of Fairfield Avenue and the Lessor's Northerly property line, said Northerly property line being twenty-five (25) feet Northerly and parallel to the South Line of Out Lot 2; thence Westerly along said Lessor's Northerly property line six hundred twenty-seven (627) feet to a point; thence Southerly along the West line of Out Lot 2, West line of Lot 4 of Out Lot 3 and the West line of William G. Ewing, Jr.'s Subdivision of the South Half ($S\frac{1}{2}$) of Out Lot 3, a distance of three hundred sixty (360) feet, more or less, to a point, said point being the most Northerly corner of a parcel of land situated in the West ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{2}$) of said Section 11, conveyed to Toledo, Wabash and Western Railway Company, predecessor of Lessor herein, by deed dated October 14, 1871. recorded in recorder's office of said County, in Book 55, pages 96, 97 and 98; thence Southwesterly along the Northwesterly line of said parcel so conveyed, a distance of three hundred thirty-four (334) feet; thence Southerly along the Westerly line of said parcel so conveyed, a distance of three hundred twenty-nine (329) feet; thence North fifty-two degrees forty minutes East (N.52°40'E.) parallel to Lessor's main track a distance of fifty-two (52) feet to a point in Lessee's present woven wire fence; thence following the line of said fence, as shown in red lines on the aforesaid print, said fence being located approximately on the cpurses and distances as follows: South thirty-seven degrees twenty minutes West (S37°20'W.) thirty-one (31) feet; thence North fifty-six degrees forty-seven minutes East (N.56°47'E.) one hundred sixteen (116) feet; thence North fifty-five degrees twenty-seven minutes twenty-six seconds East (N.55°27'26"E.)sixty-eight (68) feet; thence North twenty-eight degrees fifty-three minutes fifteen seconds East (N.28°53'15"E.) sixty-three(63) feet; thence south fifty-eight degrees thirteen minutes fifty seconds East (S.58°13'50"E.) thirty-five and five tenths(35.5) feet; thence North forty-five degrees thirty-one minutes thirty-four seconds East (N.45°31;34"E.) one hundred thirty seven (137) feet; thence North twenty-three degrees thirteen minutes thirty seconds East (N.23°13'30") forty-four (44) feet;thence South seventy-degrees eight minutes forty seconds East(S.70°08'40"E.) nineteen (19) feet; thence North twenty-nine degrees fity-four minutes thirty-six seconds East (N.29°54'36"E.) one h undred (100) feet; thence North eleven degrees eight minutes twenty-seven seconds East (N.11°08'27"E.) fiftyeight (58) feet; thence South eighty-one degrees twenty-two minutes twenty seconds East (S.81°22'20"E.) twenty-one and seven tenths (21.7) feet; thence continuing along said Lessee's fence in a Northerly direction a distance of two hundred forty and seven tenths (240.7) feet to a point which is three hundred seventy (370) feet Westerly by rectangular measurementfrom the West line of Fairfield Avenue and two hundred twelve(212) feet Southerly by rectangular measurement from the North line of said Out Lot 3; thence leaving the said fence and running Easterly along a line parallel to said North line of OutLot 3, a distance of two hundred sixty-five (265) feet, more or less, to a point which is ten (10) feet Northwesterly by radial measurement from the center line of Lessor(s track No.42;thence Northeasterly along a line which is parallel to the center line of said track No.42, a distance of one hundred sixteen (116) feet, more or less, toa point in the said West line of Fairfield Avenue; thence Northerly along said West line of Fairfiled Avenue;, a distance of one hundred eighty-eight (188) feet, more or less, to the point of beginning, containing an area of three hundred thirty-eight thousand (338,000) square feet, more or less.

The right is also granted the Lessee to maintain, operate or remove at its own cost and expense, a concrete driveway at the southeast corner of said described land to provide ingress to and egress from Fairfield Avenue, as shown approximately by dotted black lines on said print, and maintain and repair at its own cost and expense any necessary protection to the Lessor's water meter and pipes adjacent to said driveway.

The further right is granted to Lessee to use, operate, maintain or remove at its own cost and expense an 8 inch east iron sewer extending southeasterly from a manhole located near the southeast corner of said described land and underneath Lessor's track I.C.C. No. 42, approximately 75 feet, to connect with and empty into a sewer manhole on the Lessor's property adjacent to Fairfield Avenue, the approximate location of said sewerbeing shown in red line on the aforesaid print.

SPECIAL ORDINANCE NO. 2385 continued

The further right is also granted the Licensee to enclose, at its own cost and expense, said described leased land with fences and track gates. The track gates constructed in the future, shall be of sufficeint width to provide, when open, clear and unobstructed openings of 8.5 feet on each side of the center line of the tracks, provision being made for locking the gates in position when either open or closed, and the Licensee agrees to assume the cost of any and all damages which may occur to the fences and gates, whatever the cause of such damage.

TO HAVE AND TO HOLD for a term of forty (40) years, beginning December 1, 1949 and ending November 30, 1989 unless sooner terminated as hereinafter provided, and the parties hereto do agree between themselves as follows:

First: The lessee agrees to pay to the Lessor at its Treasurer's office in the city of St. Louis, State of Missouri, as rental for the use of the above described premises, the sum of Four Thousand and no/100 Dollars ($4,000.00) per annum in advance.

Second: It is understood and agree d that the Lessor shall not be liable for any damage due to the Lessor's manhole and sewer being blocked by rubbish or debris brought down by the Lessor's sewer adjacent to Fairfield Avenue, or said sewer not being of sufficient capacity, and the Lessee agrees that it will at its own cost and expense maintain and keep the manholes cleaned out.

Third: The Lessor reserves the right, at any time or times in the future, to construct, additional track or tracks or other necessary railroad facilities, on its property and the Lessee agrees to make at its own costs and expense, such changes in the sewer and manholes as may be considered necessary by the Lessor's Chief Engineer to accommodate the construction, operation and maintenance of such railroad facilities.

Fourth: The Lessee agrees to pay as increased rent six per cent per annum on all special taxes and assessments which may be assessed against said leased premises, and to pay all general taxes and/or assessments which may be levied or assessed against the leased premises and the buildings and structures of the Lessee on the leased premises.

Fifth: As between the parties hereto, the Lessee shall and does hereby assume all risks of loss, injury or damage of any kind or nature whatsoever to any buildings or other structures and appurtenances thereto, belonging to said Lessee, its successors, assignees, sublessee or others, which may be now or hereafter placed upon said leased premises, or on land adjoining or adjacent thereto, and which are at the time connected with or used in connection with any buildings or structures upon said leased premises, and all risks of loss, injury or damage of any kind or nature whatsoever, to the contents of any such buildings or structures, or to any goods, merchandise, chattels or any other property now or that may hereafter be upon said leased premises, or land adjacent thereto, as aforesaid whether belonging to said Lessee or to others, and whether such loss, injury or damage results from fire or other agency, unless the same be caused by the sole negligence of the Lessor or any of its employes, agents or servants, and to save and keep harmless the said Lessor from all claims and suits growing out of any such loss, injury or damage.

Sixth: As between the parties hereto, the Lessee shall and does hereby assume all risk of injury to or death of its officers, employes or agents, and any person or persons while on or about said leased premises in service of or at the instance, license or invitation of said Lessee or its employes, from whatever cause arising, unless such injury or death be caused by the sole negligence of the Lessor, its agents, servants or employes, and to save and keep harmless the said Lessor from all claims and liabilities arising therefrom.

Seventh: The Lessee shall not create or permit to be created or toexist upon said leased premises any nuisance, public or private, during the continuance of this lease, and shall save and keep harmless the Lessor from any suit or claim growing out of any such nuisance thereon.

Eighth: The Lessee shall not erect or maintain, or suffer to be erected or maintained, on said leased premises, any building, structure or obstruction so near the main, side or switch tracks of the Lessor or Lessee as to endanger the safety of its employes, agents or servants or increase the hazard of their employment, or inconvienience them in the discharge of their duties, and shall not permit said premises to become or remain dangerous in any respect to said employes, agent or servants, or other persons; and shall save and keep harmless the Lessor from all claims growing out of any default herein.

NINTH: The Lessee shall secure, at iits own cost and expense, any and all permits or approvals, required by the State, County, City or other properly constituted authority to construct, maintain or operate the buildings, structures or plant on the leased premises, and shall save and keep harmless the Lessor from all suits and expenses arising from any default in the requirements of this paragraph.

Tenth: The Lessee shall not sublet said premises, in whole or in part nor assign or transfer this lease, in whole or in part, without a supplemental agreement being executed by the parties hereto and the sublessee, the Lessor having the right to refuse such sublessing at its option.

Eleventh: Except as hereinafter provided in Article Thirteenth, the Lessor agrees to recognize the buildings and structures placed upon said leased premises by said Lessee as the property of the Lessee and to permit said Lessee to remove the same at any time during the continuance of this lease or upon the termination thereof.

Twelfth: In the event the Lessee removes any buildings, structures or improvements that are now or maybe hereafter located on the leased premises, then the Lessee shall leave the said premises free from all wreckage or debris and shall fill, or cause to be filled, all excavations made by the Lessee so that the surface shall be even with the adjacent grade.

Thirteenth: If default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants or agreements herein contained, to be kept by the Lessee, the Lessor or its representatives or assigns shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of said Lessee, whether exempt by law or not, as security for the payment of rent herein reserved.

Fourteenth: In case the Lessee shall fail to perform any of the terms, covenants and conditions, herein provided to be performed by it, and such default shall continue for a period of ninety (90) days after written notice thereof shall have been given to the Lessee by the Lessor, then the Lessor shall have the right to terminate this Indenture of Lease by giving thirty (30) days' written notice of its intention so to do. Upon such termination, the Lessee shall immediately surrender possession of the demised premises and every part thereof to the Lessor in the condition as hereinabove provided.

Fifteenth: This Indenture of Lease, and each and all provisions herein contained, shall inure to the benefit of and be binding upon the parties hereto and to their successors and assigns.

Sixteenth: This agreement shall not become effective as between the parties hereto until the same is ratified and approved by the City of Fort Wayne, Indiana, by an appropriate ordinance of said City, legally adopted.

This will cancel and supersede the following agreements:

Lease of land, dated	April	1, 1914 -	Auditor's	7137
" " "	Aug.	1, 1942 -	"	WL-229
" " "	"	1, 1942 -	"	WL-228
Sewer agreement "	"	1, 1942 -	"	W-909

IN WITNESS WHEREOF, The parties hereto have executed this Indenture of Lease as of the day and year first hereinabove written.

WABASH RAILROAD COMPANY

By A.K.Atkinson
President

GENERAL ELECTRIC COMPANY

By H.V. Erben
Vice President

State of Missouri)
) SS
City of St.Louis)

Before me, H.F. BRAUCH, a Notary Public, this 22nd day of November 1949, personally appeared A.K.ATKINSON, to me personally known, who being by me duly sworn, did day that he isPresident of said Wabash Railroad Company and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said A.K.ATKINSON acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

H.F.BRAUCH

My commission expires May 19 1951

State of New York)
) SS
County of Schenectady)

Before me, John W. Britten, a Notary Public, this 17th day of October, 1949, personally appeared H.V. Erben to me personally known, who being by me duly sworn, did say that he is Vice President of said GENERAL ELECTRIC COMPANY, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said H.V.Erben acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

John W. Britten

My commission expires March 30, 1951.

Therefore be it ordained:

Section 1. That the aforesaid agreement and lease between the said Wabash Railroad Company and the General Electric Company, be, and the same hereby is, in all things ratified and approved, subject to the following conditions:

First: That by the aforesaid ratification and approval, the city of Fort Wayne shall not in any manner be estopped from declaring or causing to be declared by proper action, a forfeiture of the title conveyed by the aforesaid deeds, and of the rights and title ofthe Wabash Railroad Company thereunder and its successors and assigns, in case of failure to comply with and perform each of the conditions contained in said deeds of conveyance; it is understood however that the city of Fort Wayne hereby waives any right of forfeiture it has or may have under said deeds because of the execution of the foregoing agreement and lease.

SPECIAL ORDINANCE NO. 2385 Continued

Second: In the event that such forfeiture is duly declared by the city of Fort Wayne, as provided in said deeds, all the benefits in the aforesaid lease accruing to the said Wabash Railroad Company subsquent to such forfeiture and all moneys and things of value or rights belonging or accruing to said company, its successors and assigns, under the provisions of said lease subsquent to such forfeiture, shall thereafter accrue and be paid to said city of Fort Wayne by the lessee in said lease and said lease shall be considered from the date of such forfeiture to have been executed by the city of Fort Wayne in the first instance, and the rights of said lessee, the General Electric Company, under said lease for the remaining period thereof, shall remain the same as if no forfeiture had been declared.

Section 2. This ordinance shall be of no force and effect unless and until the terms hereof shall be accepted and agreed to in writing by the parties to said agreement and lease.

Section 3. Subject to the foregoing provisions this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor.

Hilbert J.Nahrwold

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes .....Nine....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of February 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2385.

Arthur A.Herber
President

Norbert G.Welch
City Clerk.

President to the Mayor for approval on the 17th day of February 1950.

Norbert G.Welch
City Clerk.

Approved this 18th day of February 1950.

Henry E.Branning Jr.
Mayor.

ZPBIX

GENERAL ORDINANCE NO. 2386

AN ORDINANCE REQUIRING THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE TO FILE CERTAIN FINANCIAL STATEMENTS OF PUBLICLY OWNED UTILITIES.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. The Board of Public Works of the City of Fort Wayne is hereby required to file with the Common Council for public inspection not later than the first regular meeting in March of each year held by said Council, commencing with the year 1950, a financial report of each public utility owned and operated by the City of Fort Wayne. Such report shall particularly include a balance sheet, a profit and loss statement and a schedule showing all amounts of funds loaned or given by such utility to any other utility and /or any other branch of city government, and any funds any such public utility may have received from any other public utility or other branch of government.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Carl A.Alter

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nays....None.

We Hereby Certify, That the Commonc Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2386.

Arthur A. Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 17th day of February 1950.

Norbert G.Welch
City Clerk.

Approved this 18th day of February 1950.

Henry E.Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2387

AN ORDINANCE AMENDING Chapter 31, Section 64 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking to one (1) hour on an additional street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 31, Section 64 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by limiting parking to one (1) hour in any two (2) successive hours at any time between the hours of 7:00 o'clock A.M., and 6:00 o'clock P.M., on any day excepting Sundays and Holidays on the following additional street: Faiffield Avenue between Taylor Street and Walnut Street.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Elmer E.Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes ....Eight ....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of February 1950, by a majority vote of all members elect, did pass the o rdinance hereunto attached, and known as GENERAL ORDINANCE NO. 2387.

Arthur A. Herber
Preaident

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 6th day of March 1950.

Norbert G.Welch
City Clerk.

Approved this 6th day of March 1950.

Henry E. Brarning Jr
Mayor.

GENERAL ORDINANCE NO. 2388

7PBJX

AN ORDINANCE amending Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by prohibiting parking on Certain additional streets.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. Chapter 31, Section 62, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, beamended by prohibiting parking at all times upon the following additional streets:

MAIN STREET - South side from the west line of Harrison Street for a distance of one hundred (100) feet west thereof.

SIXTH STREET - North side from a point one hundred fifteen (115) feet west of the west line of Calhoun Street for a distance of fifty (50) feet,

HARRISON STREET - East side from Nickle Plate Railroad to Superior Street.

BUETER ROAD - West side from the North line of Pontiac Street for a distance of one hundred (100) feet north thereof.

PONTIAC STREET - South side from the west line of Bueter Road for a distance of one hundred (100) feet west thereof.

FLORIDA DRIVE - East side from State Boulevard to Dodge Avenue.

PARNELL AVENUE - East side from State Boulevard to Charlotte Avenue.

CALIFORNIA AVENUE - East side from North line of State Boulevard for a distance of fifty (50) feet north thereof.

PASADENA DRIVE - North side from Fairfield Avenue to the first alley west thereof.

HARRISON STREET - West side from the south line of Washington Boulevard for a distance of forty-six (46) feet south thereof.

SUPERIOR STREET - South side from the west line of Calhoun Street for a distance of one hundred twenty-five (125) feet west thereof.

GUTHRIE STREET- South side from the east line of Thompson Avenue for a distanse of one hundred fifty (150) feet east thereof.

THIRD STREET - North side from Wells Street to At. Mary's Avenue . South side from Marion Street to the first alley west thereof.

ANDREWS STREET - East side from Fourth Street to Spring Street,

COMMERCE DRIVE - North side.

WELLS STREET - WESTside from the north line of Commerce Drive for a distance of fifty (50) feet north thereof.

SPRING STREET - South side from Franklin Street to Jesse Avenue.

LILLIE STREET. - West side from Maumee Avenue to Hayden Street.

PARNELL AVENUE - West side from North line of State Boulevard to first alley north thereof.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes...Seven....Nays ..None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of March 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2388.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 4th day of April 1950.

Norbert G.Welch
City Clerk

Approved this 5th day of April 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2389

AN ORDINANCE amending Section 14, Chapter 25, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, amending the type of protection required by New York Central Railroad Company at the intersections of Jacobs Avenue, Fourth Street, Harrison Street, Cass Street, Wells Street, St, Mary's Avenue, West Main Street and Washington Road, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 14, of Chapter 25, of the Muncipal Code of the City of Fort Wayne, Indiana, 1946, be amended to provide that the schedule of crossing protection required to be furnished by New York Central Railroad Company at Jacobs Avenue be automatic flashing light signal and wigwag signal with bell attachment; at Fourth Street, safety gates to be operated from 6:00 A.M., until 6:00 P.M,, daily, except Saturdays, Sundays and Holidays. At all other times all trains or locomotives shall stop before entering the intersections and a flagman shall furnish crossing protection; at Harrison Street, automatic flashing light signal with bell; at Wells Street, Cass Street and St. Mary's Avenue all trains or locomotives shall stop before entering the intersection and a flagman shall furnish crossing protection; at Main Street, safety gates operated twentyfour (24) hours daily; at Washington Road, automatic flashing light signal.

Section II. All provisions for crossing protection by Lake Shore and Michigan Southern Railroad Company are hereby repealed.

Section III. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: .... Ayes....Seven...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of March, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2389.

Arthur A.Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 4th day of April 1950.

Norbert G.Welch
City Clerk.

Approved this 5th day of April 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2390

AN ORDINANCE, changing and amending the symbols and indications of a part of General Ordinance No. 1436; and the same being:"An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a Board of Zoning Appeals and providing for review of the decision of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928.", as amended.

BE IT ORDAINED BY THE COMMONCOUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section Four (4) of the map which is a part of General rdinance No. 1436 as above described, be designated as an "B" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit: ...

All the property known as Sunnyside Gardens Addition and Tompkinson Second Addition, bounded by Brooklyn Avenue on the east, Nuttman Avenue on the south, Foster Avenue on the west and Packard Avenue on the north.

Section 2. That symbols and indications of Section Two (2) and Sections Three (3) of the map which is a part of General Ordinance No. 1436 as above described, be designated as an "A" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit:

(a) Beginning at the southwest corner of the northwest quarter of Section 30, township 31 north, range 13 east; thence east along the south line of said northwest quarter of said section, a distance of one hundred seventy (170) feet; thence by deflection angle to the left 60 degrees-00 minutes, a distance of three hundred (300) feet; thence by deflection angle to the left 20 degrees-39 minutes, a distance of twelve hundred forty-one and two-tenths (1.241.2) feet; thence be delfection angle to left 154 degrees ~~0~~ 37 minutes, a distance of five hundred nineteen and nine-tenths (519.9)feet; thence by deflection angle to the left 41 degrees -49 minutes, a distance of four hundred ninety-eight and three-tenths (498.3) feet; thence by deflection angle to right 42 degrees-07 minutes-30 seconds, a distance of four hundred ninety-three (493) feet to a point on the west line of Section 30, township 31 north, range 13 east; thence south along said west line of said Section, a distance of one hundred sixty (160) feet to the point of beginning.

Containing five and six-tenths (5.6) acres, more or less. Excepting therefrom that portion now occupied by the State of Indiana for highway purposes.

(b) Commencing at the intersection of the center line of Parnell Avenue and the Center of the St.Joseph River; thence north along the center line of Parnell Avenue to its intersection with the center line of California Road; thence east along the center line of California Road and its extension to its intersection with the center of the St.Joseph River; thence in a sputh-westerly direction down the center of the St.Joseph River with its meanderings to the intersection with the center line of Parnell Avenue, the point of beginning.

Section 3. That symbols and indications of Section Five (5) of the map which is a part of General Ordinance, No. 1436 as above described, be designated as an "A" District on the following described real estate in the City of Fort Wayne, Indiana, to-wit: . . .

The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 24, Township 30, North, Range 12 East in Allen County, Indiana, containing forty (40) acres, more or less.

Section 4. That all provisions, requirements, restrictions and penalties of said Ordinance No.1436 shall be a part of this Ordinance and this Ordinance shall be a part of said Ordinance No. 1436.

Section 5. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publications thereof.

Paul M.Burns

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: ... Ayes....Seven...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of March, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2390.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 4th day of April 1950.

Norbert G.Welch
City Clerk.

Approved this 5th day of April 1950.

Henry E.Branning Jr.
Mayor.

SPECIAL ORDINANCE NO. 2391.

An Ordinance authorizing the Mayor of the City of Fort Wayne, Indiana and the City Controller of the City of Fort Wayne, Indiana to convey certain real estate to The Armory Board of the State of Indiana and to execute a quit claim deed to said real estate,as amended.

WHEREAS, the Baard of Aviation Commissioners of the City of Fort Wayne,Indiana has, by resolution adopted by said Board authorizing the transfer of certain real estate hereinafter more particularly described at Baer Field in Allen County, Indiana to The Armory Board of the State of Indiana; and

WHEREAS, sais resolution was adopted pursuant to Section 7 of an Act of the General Assembly of the State of Indiana arroved March 3rd, 1945 of the Acts of the General Assemble of the State of Indiana wherein counties, cities and municipalties are authorised to make contributions and donations of land for the use of the military and naval forces of the State of Indiana; and

WHEREAS, the State of Indiana desires to acquire title to the land hereinafter described for the purpose of erecting buildings thereon for the military forces of the State of Indiana and said City of Fort Wayne, Indiana in connection with the development of Baer Field as an aviation center and landing field for the City of Fort Wayne, desires to make a contribution of said land for the purposes described in said Act of the Legislature; and

WHEREAS, it is necessary to execute a quit claim deed to the State of Indiana in order to clear the title to said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That said City of Fort Wayne does hereby contribute to The Armory Board of the State of Indiana for the use and benefit of the military and naval forces of the State of Indiana, the land hereinafter described by metes and bounds, all of which is a part of and located on Baer Field, Fort Wayne, Indiana and which is more particularly described as follows, to-wit:

Commencing at the northeast corner of Northwest Quarter of Section 9, Township 29 North, Range 12 East; thence West along the north line of said quarter section a distance of 209.42 feet to the center line of the Lake Erie and Western Railroad; thence south along the center line of said Lake Erie and Western Railroad a distance of 1939.3 feet; thence by a deflection angle to the right 90 degrees, 1 minute a distance of 89 feet to a point which will be the point of beginning of a description for a piece of land to be conveyed by the City of Fort Wayne to the State of Indiana; and which point is marked by an iron pin; beginning at said point 89 feet west of the Lake Erie and Western Railroad continuing on the same alignment by a deflection angle to the right of 90 degrees 1 minute with the center line of Lake Erie and Western Railroad a distance of 432 feet to a bronze bushing in concrete;

SPECIAL ORDINANCE NO. 2391 continued

thence by a deflection angle of 90 degrees to the left a distance of 913.3 feet to an iron pin; thence by a deflection angle of 90 degrees to the left a distance of 332 feet to a bronze bushing in concrete; thence by a deflection angle of 90 degrees to the left a distance of 800 feet to an iron pin; thence by a deflection angle of 90 degrees to the right a distance of 100 feet to an iron pin; thence by a deflection angle of 90 degrees to the left a distance of 113 feet to the pla place of beginning, containing 6.986 acres.

Section 2. That the Mayor of the City of Fort Wayne and the City Controller of the City of Fort Wayne, Indiana, be and they are hereby authorized to execute a quit claim deed to The Armory Board of the State of Indiana for the real estate more particularly described in Section One of this Ordinance.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor of the City of Fort Wayne, Indiana.

Chas H.Boyer

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes.....Seven...Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of March, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2391.

Arthur A.Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 4th day of April 1950.

Norbert G.Welch
City Clerk.

Approved this 5th day of April 1950.

Henry E.Branning Jr.
Mayor.

7PBJX

GENERAL ORDINANCE NO. 2392

AN ORDINANCE amending Section 63, Chapter 31, Of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking to thirty (30) minutes on both sides of Broadway between Taylor Street and Wabash Railroad, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 63, Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by restricting parking between the hours of 7:00 A.M. and 6:00 P.M., on any day excepting Sundays and Public Holidays to thirty (30) minutes on the following additional streets:

BROADWAY - Both sides from Taylor Street to Wabash Railroad, except where parking is now prohibited by ordinance.

Section 2. That all ordinances or partsof ordiances in conflicit herewith are hereby repealed.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Elmer E Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of April 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2392.

Arthur A.Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 14th day of April 1950.

Norbert G.Welch
City Clerk.

Approved this 18th day of April 1950.

Henry E.Branning, Jr
Mayor.

GENERAL ORDINANCE NO. 2393.

AN ORDINANCE amending Section 64, Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking on the west side of Fairfield Avenue between Packard Avenue and Nuttman Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 64, of Chapter 31 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by limiting parking to one (1) hour in any two successive hours at any time between the hours of 7:00 A.M. and 6:P.M. on all days except Sundays and public holidays upon the following additional streets: Fairfield Avenue, west side, between Packard Avenue and Nuttman Avenue.

Section 2. That this ordiance shall be in full force and effect from and after its passage and approval by the Mayor.

Elmer E.Fuhrman

The Ordinance was read the third time in full and on motion was now passed by the following vot:....Ayes.....Nine....Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana,at a regular meeting, held on the 11th day of April, 1950, by a majority vore of all members elect did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2393.

Arthur A.Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 14th day of April 1950.

Norbert G.Welch
City Clerk.

Approved this 18th day of April 1950.

Henry E.Branning Jr ,
President

GENERAL ORDINANCE NO. 2396

AN ORDINANCE fixing the salaries, compensation and wages of offciers and employees of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employes of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January 1950,

Finance

Secretary to the Mayor at the rate of One Thousand Seven Hundred Sixty Dollars ($1,760.00) per year.
Traffic Violation Clerk at the rate of Two Thousand Four Hundred Dollars ($2,400.00) per year.

Public Works

Building Commissioner at the rate of Four Thousand Three Hundred Twenty Dollars ($4,320.00) per year.
Assistant Building Commissioner at the rate of Three Thousand Three Hundred ($3,300.00) per year.
Assistant Electrical Inspector at the rate of Three Thousand Three Hundred Dollars ($3,300.00) per year.

Janitress at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

Public Safety

Executive Secretary, Board of Public Safety, at the rate of Two Thousand Nine Hundred Twenty-Dollars ($2,920.00) per year.

Traffic Engineer at the rate of Four Thousand One Hundred Dollars ($4,100.00) per Year.
Draftsman for Traffic Engineering Department at the rate of Two Thousand Eight Hundred Twenty Dollars ($2,820,00) per year.

Public Health

Dairy Bacteriologist at the rate of One Thousand Eight Hundred Dollars ($1,800.00) per year.

City Plan Commission

Planning Director at the rate of Six Thousand Dollars ($6,000.00) per year.

Aviation Commission

Manager at the rate of Five Thousand Dollars ($5,000.00) per year.
Secretary at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.

Park Board

Secretary to the Park Board at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.
Superintendent of the Parks at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.

Recreation Director at the rate of Two Thousand Seven Hundred Dollars ($2,700.00) per year.
Assistant Recreation Director at the rate of Four Thousand Five Hundred Dollars ($4,500.00) per year.
Superivisor of Women and Girl's Activities at the rate of Three Thousand Six Hundred Dollars ($3,600.00) per year.
City Fprester at the rate of One Thousand Five Hundred Dollars ($1,500.00) per year.

Section 2. All Salaries, compensation or wages, herein of officers and employes of the City of Fort Wayne, Indiana, as fixed herein, shall be for a calendar year and shall be paid on a semi-monthly basis, and it is the intention of this Ordinance that the salaries, compensation or wages contemplated herein shall be paid for such times as said officers and employes are actually in service.

Section 3. All Ordinance and parts of Ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Hilbert J.Nahrwold.

The ordinance was read the third time in full and on motion was now passed by the following vote; Ayes....Nine....Nays...None.

We Herby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of May 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2396.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 12th day of May 1950.

Norbert G.Welch
City Clerk

Approved this 12th day of May 1950.

Henry E.Branning Jr
Mayor

2PBJX

GENERAL ORDINANCE NO. 2394

AN ORDINANCE amending Section 2, Chapter 25, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by increasing the rate of speed of railroad engines to thirty (30) miles per hour, as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 2, Chapter 25, of the Municipal Code, of the City of Fort Wayne Indiana, 1946, be amended to read as follows:

"It shall be unlawful for any railroad company, or any engineer, conductor or othe r persons having a railroad engine or train of cars in charge to permit the same to be run along any track in the city at a greater rate of speed than thirty (30) miles per hour.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Chas. H.Boyer

The Ordinance as amended was read the third time in full and on motion was now passed by the following vote: Ayes....Nine ... Nays... None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of April 1950, ny a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2394.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for appr oval on the 1st day of May 1950.

Norbert G.Welch
City Clerk.

Approved this 4th day of May, 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2395

AN ORDINANCE amending Section 37, of Article III of Chapter 31, as amended of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by deleting Webster Street and Ewing Street from Schedule I, as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 37, of Article III, Chapter 31, amended by General Ordinance No. 2239 enacted July 8, 1947,of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by deleting from Schedule I, the same being a schedule of One-Way Streets and Alleys, the following streets: Webster Street and Ewing Street.

Section 2. That this ordinance shall be in full force andeffect from and after its passage and approval by the Mayor.

Carl A.Alter

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of April 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2395.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 1st day of May 1950.

Norbert G.Welch
City Clerk.

Approved this 4th day of May 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2397

AN ORDINANCE changing the name of Florence Avenue between Poinsette Drive and Edith Avenue to Rosemont Drive and changing the name of Rosemont Avenue between Edith Avenue and the G.R.& I,. Railroad Compant righty-of-way to Rosemont Drive, all in the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY INDIANA:

Section 1. That the name of Florence Avenue between Poinsette Drive and Edith Avenue in the City of Fort Wayne, Allen County, Indiana be changed to Rosemont Drive.

Section 2. That the name of Rosemont Avenue between Edith Avenue and the G.R. & I. Railroad Company right-of-way in the City of Fort Wayne, Allen County, Indiana, be changed to Rosemont Drive.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H. Boyer

The Ordinance was read the third time in full and on motion was as now passed by the following vote: Ayes...Nine...Nays...None.

We Hereby Certify, That he Common Council of the City of Fort Wayne, Indiana, at a regular meeing, held on the 9th day of May 1950, by a majority vote of all members elect, did pass the ordinance hereuntó attached and known as GENERAL ORDINANCE NO. 2397.

Presented to the Mayor for approval on the 12th day of May 1950.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 12th day of May 1950.

Norbert G. Welch
City Clerk.

Approved this 12th day of May 1950.

Henry E Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2398.

AN ORDINANCE amending Section 70, Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, by providing for particular parking resctrictions for certain additional streets, as amended.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 70, Chapter 31, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same is hereby amended by restricting parking on certain additional streets as follows:

BROADWAY: West side, parking prohibited between signs and front of Wilson Funeral Home, 2536 Broadway, Fort Wayne, Indiana.

HARRISON STREET: West side, between Douglas and Brackenridge, restricted to fifteen (15) minutes.

BUETER ROAD: West side between Pontiac Street and Raymond Avenue, parking ~~xxxxxxxxxx~~ prohibited between 6:00 a.m. and 5:00 P.M.

SIXTH STREET: North side from Wells Street to Harrison Street, parking restricted to two (2) hours.

CASS STREET: West side, from Sixth Street to first alley North of Cass Street, parking restricted to two (2) hours.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall be in full force and effect after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance as amended was read the the third time in full and on motion was now passed as amended by the following vote: Ayes....Eight...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of May 1950, by a amjority vote of all emebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2398.

Arthur A Herber
President.

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 27th day of May 1950.

Norbert G.Welch
City Clerk.

Approved this 29th day of May 1950.

Henry E.Branning Jr
Mayor

GENERAL ORDINANCE NO. 2399

AN ORDINANCE AMENDING SECTION 9, CHAPTER 29 of THE MUNICIPAL CODE OF THE CITY OF FORT WAYNE, INDIANA, 1946, PROVIDING FOR INSURANCE OR GUARANTY BOND REQUIREMENTS OF TAXICABS OPERATING IN THE CI TY OF FORT WAYNE, INDIANA, AS AMENDED.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 9, Chapter 29 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, providing for insurance or guaranty bond requirements of taxicabs operating in the City of Fort Wayne, Indiana, be and the same is hereby amended to read as follows:

SECTION 9. INSURANCE OR GUARANTY BOND REQUIREMENTS.

No permit to operate a taxicab in the city shall be issued until after the applicant therefor shall have filed with the comptroller of the city a contract of unsurance or guaranty bond. Said contract of insurance or guaranty bond shall be issued by a reliable insurance company admitted to do business in the State of Indiana, with not less than $1,000,000.00 assets, and said contract of insurance or guaranty bond shall be a $15,000.00 to $30,000.00 public liability policy for protection of bodily injury, and a contract of insurance or guaranty bond of $5,000.00 for property damage, said policies to be the standard form of non-deductible. Said Contracts of insurance or guaranty beond shall provide that they will pay for any and all damages imposed by law upon said applicant, or any other person operating any motor vehicle as a taxicab under said permit or by virtue of the provisions thereof, provided said damages resuly from bodily injury, including death, and damage to property sustained by any person during the period covered by said contract of insurance or guaranty bond by reason of the ownership, maintenance, operation or use under said permit, or by virtue of the provisions thereof, of any motor vehicle as a taxicab by any person whomsoever regardless of the ownership of such motor vehicle. Said contract of insurance or guaranty bond shall contain the further provisions that the obligations and promises contained therein shall not be affected by any act or omission of the named assured, its agents, employees, bailees or licensees, or any other person operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof on account of a default in the payment of the premium on said contract of insurance or guaranty bond, or the giving of any notice required by the provisions thereof or otherwise, or by the insolvency of the assured named therein.

It shall further be provided in said contract of insurance or guaranty bond that no cancellation thereof shall become effective for any reason until five days after the written notice of such cancellation shall have been filed with the comptroller of the city. The contract of insurance or guaranty bond required by the provisions of this section shall provide that the same shall be in full force and effect from and after the issuance of a permit to the applicant and no permit shall be issued to any applicant therefor unless the contract of insurance or guaranty bond hereinabove required shall have been filed with and approved by the comptroller of the City. No such contract of insurance or guaranty bond shall contain any provision that liability shall not exist for claims or loss or damage, arising while such taxicab is being operated from one place to another by any person under the influence of liquor. In lieu of the policy or policies of insurance or the guaranty bond hereinfore provided for, the licensee may furnish his surety bond in the penal sum of Twenty Thousand ($20,000.00) Dollars, the same to be approved by the city attorney and secured by the licensee's depositing with the city comptroller the sum of Twenty Thousand ($20,000.00) Dollars in cash or bonds or securities issued by the United States of the face value of Twenty Thousand ($20,000.00) Dollars, which the comptroller shall safely keep; or be secured by an undertaking of a duly qualified surety,bonding, or guaranty company authorized to transact business as such in the State of Indiana, and with less than $1,000.000.00 assets; provided, however, that any interest earned by said cash surety deposit or government bonds shall be paid to the licensee making such deposit and in the event if the election of any licensee to make such surety deposit of cash or United States securities as herein provided, the principal amount thereof shall at all times be maintained in the sum of not less than Twenty Thousand ($20,000.00) Dollars; provided, further that said surety bond or bonds shall hold and bind the principal and sureties to the same conditions as are required in the policies of insurance or guaranty bond as provided for in this section. In addition to the Twenty Thousand Dollar ($20,000.00) surety bond as above provided, the licensee shall caryy a public liability insurance policy for protection of bodily injury or death in the amount of $15,000.00 to $30,000.00, which said policy may be adeductible policy of not more than $5,000.00 deductible for each accident,said policy to be issued by a reliable insurance company admitted to do business inthe State of Indiana, with not less than $1,000.000.00 assets; and said licensee shall file with the city comptroller a copy of of said policy or other satisfactory evidence of such insurance coverage; provided further that said deductible liability policy shall embody the same terms and conditions as are hereinabove required for the policies of insurance or guaranty bond, and no cancellations thereof shall become effective until five days after the written notice of such cancellation shall have been filed with the city comptroller.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Hilbert J. Nahrwold

The Ordinance as amended was read the third time in full and on motion was now passed as amended by the following vote: Ayes.....Eight..,Nays.....None/

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of May, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2399.

Arthur A.Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 27th day of May 1950.

Norbert G.Welch
City Clerk.

Approved this 29th day of May 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2400

AN ORDINANCE changing, amending and supplementing the Zoning Map named, identified and referred to in Section 2, Article II, of Chaper 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by changing certain symbols and indications which appear on said Map, as to real estate at the intersection of St. Joe Boulevard and Sallie Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and identifications of Section 2, of the Zoning Map named, identified and referred to in Section 2, Article II, of Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be, and the same are hereby changed from those of a "B" District to those of a "D" district on the area described as follows, to-wit:

A tract of land having a frontage of approximately 266 feet on St. Joe Boulevard; 287 feet on Bayer Avenue, and bounded on the North by Sallie Avenue.

The real estate is more particularly described as follows, to-wit:

Baker's Outlot No. 2 in the South-west Quarter of Section 36, Township 31 North, Range 12 East, and all that part of the South-west Quarter of Section 36, Township 31 North, Range 12 East, lying East of said Outlot 2 and West of Bayer Avenue as now established in the City of Fort Wayne, Allen County, Indiana.

Section 2. That all provisions, requirements, restrictions and penalties of Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, shall be a part of this Ordinance, and this Ordinance shall be a part of said Chapter.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

Chas. H.Boyer

The Ordinance was read the third time in full and on mtion was now passed by the following vote: Ayes....Eight...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of June, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2400.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 19th day of June 1950.

Norbert G.Welch
City Clerk.

Approved this 20th day of June 1950.

Henry E Branning Jr
Mayor.

27 B&I X

GENERAL ORDINANCE NO. 2401

AN ORDINANCE changing, amending and supplementing the zoning map named, identified and referred to in Section 6, Article II, Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by changing certain symbols and indications which appear on said map.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 5, of the zoning map named, identified and referred to in Section 6, Article II of Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be and the same are hereby changed from those of a "B" District to a "C" District in the area described as follows,, to-wit:

The East forty (40) feet of Lot No. 24 and all of Lot No. 13 in C.D. Bond's Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That all provisions, requirements, restrictions and penalties of Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, shall be a apart of this ordinance and shll be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Paul M.Burns

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Eight...Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 13th day of June 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2401.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 19th day of June 1950.

Norbert G.Welch
City Clerk.

Approved this 20th day of June 1950.

Henry E. Branning Jr
Mayor.

~~105~~
463

GENERAL ORDINANCE NO. 2402

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between FLESCH-MILLER TRACTOR CO., of Lawrence Indiana, and the CITY OF FORT WAYNE, a minicipal ~~xpxx~~ cprporation, of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, ON THE 12th day of June 1950, Flesch-Miller Tractor Co ., of Lawrence, Indiana, entered into a certain contract and agreement with the City of Fort Wayne, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, for the sale of one (1) Allis-Chalmers Model "HD5G" Tractor with Bulldozer Blade, which contract and agreement are more fully set forth in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT made and entered into this 12th day of June, 1950, by and between FLESCH-MILLER TRACTOR CO., of Lawrence Indiana, party of the First Part, and the CITY OF FORT WAYNE, a Municipal Corporation of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS, party of the Second Part; WITNESSETH:

Party of the first part covenants and agrees to sell, firnish and deliver to party of the second part one (1) Allis-Chalmers Model "HD5G" Tractor with Bulldozer Blade, more specifically dexcribed, as follows, to-wit: Allis-Chalmers Model "HD5G" Tractor, 40.26 Drawbar H.P., equipped with two cylinder Diesel Engines; 13 inch semi-grouser track shoes; positive seal truck wheels, front idlers and support rollers; full width crank guard; pusher fan; muffler; bumper; electric starting; electric headlights; hinged radiator guard; truck wheel, front idler and sprocket guards. Front pull hook not included. Equipped with Bulldozer Blade, 96 inches width; 34½ inches high. Weight: 16,965 lbs.

Party of the second part agrees to pay to party ofthe first part the sum of Seventy Seven Hundred Thirty Five Dollars ($7735.00), based upon the trade-in of one (1) 1934 C-50 International Bulldozer, having a trade-in value of Five Hundred Dollars ($500.00) said payment to be made at the time said equipment is delviered and accepted by party of the second part.

Party of the first part agrees to deliver said equipment to party of the second part within three (3) weeks from the approval of this contract by the Common Council of the City of Fort Wayne, Indiana.

This contract above executed on behalf of the City by its Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have been first approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned each for itself binds itself, its successors and assigns.

IN WITNESSTH WHEREOF, we, the foregoing named parties hereunto set our hands and seals on the date and year aforesaid.

FLESCH-MILLER TRACTOR CO.

By E.E. Flesch
Its Partner
Party of the First Part

ATTEST:
Joseph M Schwartz
Secretary

CITY OF FORT WAYNE, INDIANA,
By and Through its BOARD OF PUBLIC WORKS
By Alfred H Randall

Frank A Derck Chauncey L.Griffith
PARTY OF THE SECOND PART

Approved as to Form and Legality:

Oliver H.Eggers
Oliver H Eggers
Associate City Attorney.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1: Thatthe foregoing contract made and entered into by and between Flesch-Miller Tractor Co., of Lawrence, Indiana, and the City of Fort Wayne, a Municipal Corporation of Allen County, Indiana, by and through its Board of Public Works, for the sale of One (1) Allis-Chalmers Model "HD5G" Tractor with bulldozer blade, which contract and agreement are more fully set forth in the preamble hereof, be and the same is hereby in all things ratified and approved,

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H.Boyer

The Ordinance as read the third time in full and on motion was passed by the following vote Ayes.....Nine...Nays....None.

4/64

GENERAL ORDINANCE NO, 2402 continued

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June , 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2402.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 1st day of July 1950.

Norbert G.Welch
City Clerk.

Approved this 6th day of July 1950.

Henry E Branning Jr.
Mayor.

GENERAL ORDINANCE NO. 2403.

AN ORDINANCE amending an ordinance known as the Zoning Ordinance of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 2 ofthe mapwhich is a part of General Ordinance No. 1436, known as the Zoning Ordinance of the City of Fort Wayne, be changed from those of a "B" District to those of a "C" District on the area described as follows, to-wit:

Commencing on the west line of Lot numbered five (5) in Wayne Water Power Addition to the City of Fort Wayne, Allen County, Indiana, at a point one hundred (100) feet south of the northwest corner of said lot; thence east parallel with thesouth line of State Boulevard to the west line of Lot numbered one (1) in John Riedel's Addition to said City, which west line is eighty-eight (88) feet west of Lot numbered one (1) in Dudenhoefer's Addition to said City; thence south along the west line of said lot numbered one (1) in John Riedel's Addition to the southwest corner thereof which is the north line of Riedel's Place; thence in a west and northwesterly direction following a curve along the north line of said Riedel's Place and the thoroughfare known as St. Joseph River Parkway to the west line od said lot numbered fice (5) in Wayne Water Power Addition; thence north along the west line of said last mentioned lot to the place of beginning.

Section 2. That all the provisions, requirements, restrictions and penalties of said Ordinance No. 1436 shall be a part of this ordinance, and this ordinance shall be a part of said ordinance No. 1436.

Section 3. That this Ordinance shall be in full forece and effect from and after its passage and approval by the Mayor.

Arthur A.Herber

The Ordinance was read the third time in full and on motion , as now passed by the following vote: Ayes... Eight...Nays....One.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June 1950, by a majority vote of all members elect, did pass the ordinance hereunto a ttached, and known as GENERAL ORDINANCE,. 2403.

Arthur A.Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval on the 1st day of July 1950.

Norbert G.Welch
City Clerk.

Approved this 6th day of July 1950.

Henry E.Branning Jr
Mayor.

SPECIAL ORDINANCE NO. 2404

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, to execute a quitclaim deed to certain real estate,

WHEREAS, on Aril 11th, 1938, the City Controller purchased at tax sale the following described real estate, to-wit:

Lot No. 400, Pfeiffer Place Second Addition to the City of Fort Wayne, Allen County, Indiana, for delinquent municipal assessments on said parcel of land; and,

WHEREAS, the purpose of the purchase was to protect certain advancements made in the payments of Barrett Law Bonds from being barred by the statute of limitiations; and,

WHEREAS, a deed was issued by the Auditor of Allen County for said real estate to "City Controller, Fort Wayne, Indiana." and was recorded on April 6, 1942; and,

WHEREAS, Jack Wisman and Margerette Wisman, of Allen County, Indiana, have purchased said lot at a tax sale conduted by John A.Brewer, Auditor of Allen County, Indiana, and a deed was issued to them by the Board of Commissioners of the County of Allen, State of Indiana, and that saiddeed was recorded April 26, 1948; and,

WHEREAS, THE TITLE Jack Wisman and Margerette Wisman have in the real estate is superior and is ahead of the tax title the City has in the above described real estate, and the City is without any right, title or interest in said real estate; and,

WHEREAS, it is necessary to execute a quitclaim deed to clear the title to said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Mayor of the City of Fort Wayne, Indiana, and the City Controller of the City of Fort Wayne, Indiana, be, and they are hereby authorized to execute a quitclaim deed to Jack Wisman and Margerette Wisman, Allen County, Indiana, for the following described real estate, to-wit:

Lot No. 400, Pfeiffer Place Second Addition to the City of Fort Wayne, Indiana, Allen County.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.... Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of Jube 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2404.

Arthur A Herber
President

Norbert G.Welch
City Clerk

Presented to the Mayor for approval onthe 1st day of July 1950.

Norbert G.Welch
City Clerk.

Approved this 6th dayof July 1950.

Henry E Branning Jr
Mayor.

72B1X

GENERAL ORDINANCE NO.2405

AN ORDINANCE amending Schedule V (d) of General Ordinance No. 2233, Passed April 22, 1947, by establishing a truck loading zone on Webster Street between Jefferson Street and Lewis Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Schedule V (c) of General Ordinance No. 2233 passed by the Common Council of the City of Fort Wayne, on April22, 1947, providing for a schedule of truck loading zones be amended by adding the following portion of a street to said schedule V (c):

WEBSTER STREET: East side starting at apoint 20 feet South of the South cross-walk of Jefferson Street and extending South for a distance of 50 feet.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul M Burns.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes...Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June 1950, by a majority vote of all members, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2405.

Arthur A Herber.
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 1st day of July 1950.

Norbert G.Welch
City Clerk.

Approved this 6th day of July 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO. 2406

AN ORDINANCE amending Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, as amended, by deleting from the schedule of streets Spring Street, south side from Franklin Avenue to Jesse Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, as amended, be amended by deleting from the schedule of streets on which parking is prohibited the following streets:

SPRING STREET - south side from Franklin Avenue to Jesse Street.

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Nine....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of July 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2406.

Arthur A Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 14th day of July 1950.

Norbert G.Welch
City Clerk

Approved this 20 th day of July 1950.

Henry E.Branning Jr
Mayor.

GENERAL ORDINANCE NO.2407

AN ORDINANCE amending Chapter 31, Section 62 of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by prohibiting parking on certain additional streets.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 31, Section 62 of the Municipal Code ofthe City of Fort Wayne, Indiana, 1946, be amended by prohibiting parking at all times upon the following additional streets:

HARRISON STREET - east side from Wildwood Avenue to Rudisill Boulevard.

WATKINS STREET - east side from Main street to Boone Street.

BUCHANON STREET - south side from Lafayette Street to first alley east thereof.

ROY STREET - east side from Wayne Trace to Maumee Avenue.

CREIGHTON AVENUE - north side from Calhoun Street to Clinton Street.

SUPERIOR STREET - north side from Wells Street for a distance of 84 feet east thereof.

BURGESS STREET - south side from Osage Street to Sherman Street.

SPRING STREET - north side from Franklin Avenue to G.R. & I. Railroad.

Section 2. That this ordinance shall be in full force and effect from after its passage and approval by the Mayor.

Chas H. Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes....Nine...Nays...None.

We Hereby Certify That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of July, 1950, by a majority vote of all members elect, did pass the ordinance herennto attached, and known as GENERAL ORDINANCE NO, 2407.

Arthur A Herber
President

& Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 14th day of July 1950.

Norbert G.Welch
City Clerk.

Approved this 20th day of July 1950.

Henry E.Branning Jr
Mayor

27B&X

SPECIAL ORDINANCE NO. 2408

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to sell certain personal property belonging to said City.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to sell the following personal property:

1. Approximately 6,000 pounds Mixed Copper Wire, at City Utilities.
2. Approximately 1,500 pounds Lead Covered Tar Filled Cable, at City Utilities.
3. Approximately 10,000 pounds Miscellaneous Scrap Iron and Iron Wire at City Utilities.
4. Approximately 3,000 pounds Scrap Light Meters at City Utilities.
5. Approximately 10,000 pounds Mixed Miscellaneous Scrap, including very small amount of Water Meters at Asphalt Plant Yard.
6. Approximately 15,000 pounds Burnt Iron Grates at Power Plant.
7. Approximately 5,000 pounds Miscellaneous Scrap Iron, consisting of Large Cast Iron Pipe at Power Plant.
8. Approximately 200 pounds Condensed Cooler Tubes at Power Plant.

Section 2. That the said Board of Public Works through the City Attorney file a petition in the Circuit Court for appointment of appraisers to appraise said personal property; that said personal property be sold for not less than the full appraised value thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval be the Mayor.

Paul Burns

The Ordinance was read the third time in full and on motion was now passed by by the following vote: Ayes....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of July, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO. 2408.

Norbert G. Welch
City Clerk

~~Arthur A Herber~~
President

Presented to the Mayor for approval on the31st day of July 1950.

Norbert G. Welch
City Clerk

Approved this 31st day of July 1950.

Henry E. Branning Jr.
Mayor

SPECIAL ORDINANCE NO. 2409

AN ORDINANCE approving the contract dated July 6, 1950, between the City of Fort Wayne, by and through its Board of Public Works, and Clara A. Ruppel for the acquisition of property for the laying out, opening and extension of Berry Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. That the contract entered into by and between the City of Fort Wayne, acting by and through its Board of Public Works and Clara A. Ruppel, dated July6, 1950, for the acquisition of certain property belonging to said Clara A. Ruppel, for the purpose of laying out, opeing and extending of Berry Street in the City of Fort Wayne, which contract is in the words and figures as follows:

THIS AGREEMENT, made this 6th day of July, 1950, by and between the City of Fort Wayne, acting by and through its Board of Public Works, party of the first part, and Clara A. Ruppel, party of the second part, WITNESSETH: That,

WHEREAS, said second party is the owner of the following described real estate situated in Allen County, Indiana, to-wit:

That portion of lots number 373 and 374 in Hanna's Addition to the City of Fort Wayne, described as follows, to-wit:
Beginning at the northeast corner of said lot 374; thence south along the east line of said lot a distance of 61 feet; thenece in a southwesterly direction to a point 47.3 feet east of the west property line of said lot 373; thence west on a line parallel to the south property line of said lot 373:a distance of 43.3 feet to the west property line of said lot 373; thence north on the west property line of said lot 373 a distance of 14 feet to the northwest corner of said lot; thence northeasterly along the north line of said lots 373 and 374 to the point of beginning,

which said real estate is for conbenience hereinafter referred to as Parcel No. 1; and,

WHEREAS, said first party desires to acquire said property for the purpose of opening, laying out and extending Berry Street, a public highway of said City of Fort Wayne; and,

WHEREAS, Harley Somers and Etna Somers, his wife, are the owners of the north 25 feet of the south 75 feet of lots 373 and 374 of Hanna's Addition to the City of Fort Wayne, according to the recorded olat thereof, and the siad first party, acting by and through its Board of Public Works has acquired an option to purchase said real estate from said owners, subject to the taxes for 1950, at and for the price of $5500.00 and,

WHEREAS, said first party requires the following portion of said lot 373 for laying out, opeing and extending said Berry Street, to-wit:

Commencing at a point on thewest line of said lot 373, 50 feet north of the southwest cornerof said lot; thence north along said west line of said lot a distance of 25 feet; thence east on a line parallel with the south line of said lot a distance of 43.3 feet; thence southwesterly to the point of beginning,

which said real estate is for convenience hereinafter referred to as Parcel No. 2.

NOW, THEREFORE, the parties hereto, in order to avoid the expense, inconvenience and delay of condemnation proceedings on the part of said first party, agree that, in consideration of the agreements hereinafter contained, said second party will convey by a good and sufficient warranty deed to the City of Fort Wayne the real estate hereinabove described as Parcel No. 1, Subject to the taxes for the year 1950, and, in consideration thereof said first party will convey, or cause to be conveyed, by a good and sufficient warranty deed, subject to the taxes for the year 1950, the above described north 25 feet of the south 75 feet of lots 373 and 374 in Hanna's Addition to the City of Fort Wayne, excepting therefrom the realestate hereinabove described as parcel No. 2. to the second party.

SPECIAL ORDINANCE NO. 2409 cont.

The first party further agrees to make the following repairs and alterations in the house now situated on the portion of the north 25 feet of lots 373 and 374 to be conveyed to said second party, to-wit: Clean the basement; repair the coal chute window and the furnace; put a trap in the basement; put a foundation under, and repair the ceiling of, the pantry; paper all walls and paint the storm doors, windows, built-in cupboards and blinds; put long window in living room; put in spouting and drains for the house; shingle the house; repair the porches; repair garage roof and floor and put four partitions in the same, and pay all expense of second party's moving into said house; erect a fence along the south line of said real estate. It is further understood and agreed that all sidewalks, curbs and streets are to be paved by first party.

It is further understood and agreed that this contract is to be of no force and effect until approved and ratified by the Common Council of the City of Fort Wayne by ordinance duly approved by the Mayor of said city, and that the conveyances, hereinabove provided for shall be made and this contract shall be consummated as soon after such approval as the same can conveniently be done.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names the day and year first above written.

CITY OF FORT WAYNE,

By, Alfred H. Randall

Chauncey L. Griffith
Its Board of Public Works FIRST PARTY

Clara A. Ruppel
Clara A. Ruppel
SECOND PARTY

Attested by me

Joseph Schwartz
Clerk

Approved as to form and legality

Harry H. Hilgemann
City Attorney

be, and the same hereby is, ratified and approved.

Section 2. That the Board of Public Works is hereby authorized and empowered to execute any and all legal papers required by said contract, and to pay the consideration necessary for the consummation of the same.

Section 3. That this ordinance shall be of full force and effect from and after its passage and its approbal by the Mayor.

F. Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of July, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as SPECIAL ORDINANCE NO . 2409

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 31th day of July 1950.

Norbert G. Welch
City Clerk

Approved this 31st day of July, 1950.

Henry E. Branning
Mayor

GENERAL ORDINANCE NO. 2410

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and C. Miller & Sons, a partnership of 1115 Broadway, Fort Wayne, Indiana, for the installation of a new roof on the south half of the Turbine Room.

WHEREAS, on the 26th day of June, 1950, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract with C. Miller & Sons, a partnership, of 1115 Broadway, Fort Wayne, Indiana, for the removal of the present roof and the installation of a new roof on the south half of the Turbine Room, which contract is fully set forth, as follows, to-wit:

CONTRACT FOR THE IMPROVEMENT OF THE CITY LIGHT AND POWER WORKS

CITY OF FORT WAYNE, INDIANA

CONTRACT NO. 14

THIS CONTRACT, made and entered into this 26th day of June, 1950, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and through its BOARD OF PUBLIC WORKS, hereinafter called the "OWNER" and C. MILLER & SONS, a partnership, whose address is 1115 Broadway, Fort Wayne, Indiana, hereinafter called the "CONTRACTOR".

WITNESSETH: That the Owner and Contractor for the consideration stated herein agree as follows:

ARTICLE I. - SCOPE OF WORK

The Contractor shall and agrees to pergorm everything required to be performed and shall provide and furnish at its sole cost and expense all labor, materials, apparatus and expendable tools and equipment and all other services required for the work specified in the specifications for Contract No. 14, which cover the removal of the present roof and the installation of a new roof on the south half of the turbine room as shown on City Utilities Drawing B-10178.

ARTICLE II. - THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Three Thousand Sixty and no/100 Dollars ($3060.00) in the manner set out.

ARTICLE III - PAYMENTS TO CONTRACTOR

During the progress of work at the site, the Contractor may submit an estimate, on or about the first of each month, of the value of the work completed. The Engineers, will check and approve, or check, revise and approve the estimate. Upon approval of an estimate by the Engineers eighty-five (85) per cent of the amount of the estimate, less all previous payments shall be due and payable to the Contractor. The making of such payment shall not, however, be construed as an acceptance by the Owner of the work.

The final payment, under the contract, will be due and payable only after the Contractor shall have fully complied with all the terms of the contract and after the Engineers have approved the completed work, except that if approval and acceptance is delayed, other than by fault of the Contractor, the final payment for work completed will be due and payable within ninety (90) days after completion of the work.

Final payment shall not release the Contractor from liability for faulty work appearing after such payment has been made.

ARTICLE IV. - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for Bids.
2. Bidder's Bond.
3. Non-collusion Affidavit.
4. Performance Bond.
5. General Specifications and conditions.
6. Detailed Specifications, Contract No. 14.
7. This Contract.

ARTICLE V - COMPLETION DATE

The Contractor agrees, upon approval of this contract by the Common Council of the City of Fort Wayne, Indiana, to start the work within ten (10) calendar days and to complete all work covered by this contract within ten (10) calendar days thereafter.

ARTICLE VI - APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

Alfred H. Randall

Frank A. Derck

Chauncey L. Griffith

C. Miller Sons

George C. Miller Partner

(SEAL)

ATTEST:

Joseph M Schwartz
SECRETARY

Approved as to form and legality:

O. H. Eggers
ASSC. CITY ATTORNEY

(SEAL)

CONTRACTOR

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and C. Miller & Sons, a partnership, of 1115 Broadway, Fort Wayne, Indiana, for the removal of the present roof and the installation of a new roof on the south half of the Turbine Room as more fully set forth in the preamble hereof, be and the same is hereby in all things, ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H. Boyer

GENERAL ORDINANCE NO. 2410 cont..

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes...Nine...Nays...None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of July 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2410

Arthur A. Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approbal on the 31st day of July 1950.

Norbert G. Welch
City Clerk

Approved this 31st day of July 1950.

Henry E. Branning
Mayor

GENERAL ORDINANCE NO. 2411

AN ORDINANCE amending Chapter 31, Section 65, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by restricting parking to ninety (90) minutes on both sides of St. Mary's Avenue, from Burgess Street to Polk.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 31, Section 65, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by restricting parking to ninety (90) minutes in any two successive hours at any time between the hours of 7:00 A.M. and 6:00 P.M., upon any day except Sundays and public holidays, upon the following additional street:

ST. MARY'S AVENUE - both sides, from Burgess Street to Polk Street.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas H.Boyer

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes.....Seven (7) Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of August, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2411.

Arthur A. Herber
President

Norbert G.Welch
City Clerk.

Presented to the Mayor for approval on the 11th day of August 1950.

Norbert G.Welch
City Clerk.

Approved this 17th day of August 1950.

Henry E Branning Jr
Mayor.

2PBJX

SPECIAL ORDINANCE NUMBER 2412

AN ORDINANCE authorizing, ratifying and approving a certain instrument and contract for the acquisition of an easement and for certain improvements in connection with the extension of East Berry Street in the City of Fort Wayne, entered into by the Mayor and the Board of Public Works of said City on the 8th day of August, 1950.

BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section 1. That the following instrument and contract duly entered into by and between The New York, Chicago & St. Louis Railroad Company, acting by and through its authorized officials, and the City of Fort Wayne, Indiana, acting by and through its Mayor and its Board of Public Works, dated the 8th day of August, 1950, for the acquisition of an easement for the extension of East Berry Street in said city and for the construction and erection of a retaining wall and the performance of certain other acts, by said city, which instrument and contract is in the words and figures as follows:

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: That

THE NEW YORK, CHICAGO AND ST.LOUIS RAILROAD COMPANY, a consolidated railroad corporation of the State of Indiana and other states, the Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) received to its full satisfactipn from theCITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, the Grantee, hereby grants unto the said Grantee, subject tothe terms, conditions, covenants and agreements hereinafter set forth, a perpetual right and easement for public road purposes only, in the following described property:

Situate in the City of Fort Wayne, Allen County, Indiana, and more particularly bounded and described as follows:

Beginning at the Souty right-of-way line of The New York, Chicago and St.Louis Railroad Company at an iron pin in the North property line of Berry Street and three hundred fofteen (315) feet East of the East property line of Clay Street; thence East along the North property line of Berry Street a distance of twenty and twenty-five one hundredths (20.25) feet; thence by a deflection angle to the right of twenty-two degrees forty-five minutes (22°45') a distance of one hundred three and five-tenths (103.5)feet, more or less, to the point of intersection of the East property line of Monroe Street for the principal point of beginning;

Thence continuing on above line adistance of two hundred fifty-nine and twenty-five one-hundredthd (259.25) feet, more or less:

Thence Northeasterly on a curve to the left whose radius is seven hundred thirty-four and sixty-five one hundredths (734.65) feet and with an intersection angle of twenty-two degrees forty-three minutes (22°43') a distance of two hundred ninety-one and twenty-four (291.24)Feet;

Thence on a line of tangency one hundred sixty and eighty-eight one hundredths (160.88) feet;

Thence Northeasterly on a curve to the left whose radius is fivehundred forty-nine and ninety-two one-hundredeths(549.92) feet and with an intersection angle of eighteen degrees thirty-five minutes (18°35') a distance of ninety-two and five-tenths (92.5) feet, more or less;

Thence in a Southwesterly direction on the East right-of-wat line of The New York, Chicago and St. Louis Railroad Company a distance of forty (40) feet to an iron pin on the South right-of-way line of said Railroad Company, said pin being one hundred ninety (190) feet North of the North property line of Wayne Street and on a line of the East property line of Lot 367 Hanna's Addition to the City of Fort Wayne extended North;

Thence on the South property line of The New York, Chicago and St. Louis Railroad Company's right-of-way to the Northwest corner of Lot No. 1, Morans Subdivision of Tabers Addition to the City of Fort Wayne;

Thence North along the East line of Monroe Street to the principal point of beginning, be the same more or less byt subject to all legal highways.

The Grantee, by the acceptance of this grant of easement and in the exercise of its rights hereunder, agree to the following terms, condition, covenets and agreements, to-wit:

(a) It is understood and agreed that this perpetual right and easement grants only the right to make, construct and maintain a public road on said lands of the Grantor, above described, and the right to erect a retaining wall and guard rail on adjacent premises of the Grantor and lying immediately Northerly of the parcel of land hereinabove described; said retaining wall and guard rail being shown on print of plan bearing file No. N-372-501, dated June 15, 1950, which print is atached hereto and made a part hereof.

(b) The Grantee agree that it will construct, repari, renew and maintain at its sole cost and expense the said retaining wall and guard rail in accordance with the plans and specifications as shown on the print hereto attached, and subject to the supervision and approval of the Chief Engineer of the Grantor or his duly authorized representative.

(c) The Grantee also agrees to raimburse the Grantor for any and all track changes which may be required as the result of the construction, renewal, repair and maintencance of the public road, the said retaining wall, and guard rail.

(d) The Grantee hereby agrees that no assessment, general or special, shall be levied against any property owned by the Grantor in the City of Fort Wayne, Indiana, for the purpose of defraying the cost of constructing the public road, the retaining wall and guard rail.

(e) If the Grantee hereafter abandons or discontinues the use of the premises hereinabove described for public road purposes, then the easement herein granted shall immediately coase and determine and the property in which such easement is granted shall be freed of such easement without further act or deed of the parties hereto.

(f) The Grantee hereby agrees to bear and pay upon randitions of bills thereof any and all costs or expense incurred by the said Grantor on account of the construction, repair, renewal and maintenance of said public road, retaining wall and guard rail, including the wages and expense of any inspectors or flagmen deemed necessary by the Chief Engineer of the Grantor for the operation of its trains.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective lessees, successors and aseignes.

IN WITNESS WHEREOF, SAID THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY has caused its corporate name to be hereunto signed, and its corporate seal to be hereunto affixed by H. H. Hampton, its Vice President, and M. D. Hill, its Assistant Secretary, thereunto duly authorized at Cleveland, Ohiom this 2nd day of August, A. D. 1950.

THE NEW YORK, CHICAGO AND ST. LOUIS
RAILROAD COMPANY

By s/ H. H. Hampton
Vice-President

Attest: s/ N. D. Hill
Assistant-Secretary

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named H. H. Hampton, Vice President, and M.D. Hill, Asst. Secretary of THE NEW YORK, CHICAGO AND ST. LOUISRAILROAD COMPANY, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and as much Assistant Secretary, in behalf of said corporation and by authorityof its Board of Directors; and that the said instrument is their free act and deed individually and as such Vice President and Assiatant Secretary, and the free and corporate act and deed of said THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal at Cleveland, Ohio, this 2nd. day of August, A. D. 1950.

s/ Wl J. Bettcher, (Seal)
W. J. Bettchner, Notary Public

My Commission Expires: Feb. 22, 1952

The terms, conditions, covanants and agreements of the aobve grant of perpetual rights and easement from The York, Chicago and St. Louis Railroad Company to the City of Fort Wayne, Indiana, are hereby accepted and shall be in full force and effect from and after their being authorized, ratified and approved BY.

Ordinance No. 2412, passed by the Council of the City of Fort Wayne, Indiana, dated on said grant the 8th day of August, A.D. 1950.

CITY OF FORT WAYNE, INDIANA,
By ITS BOARD OF PUBLIC WORKS

ATTEST:

Alfred N. Randall, Chairman

Joseph M. Schwartz, Secretary

7B81X

ATTEST:

Norbert G. Welch, City Clerk

Frand A. Derck

Chauncey L. Griffity

BY ITS MAYOR

Henry E. Branning, Jr.

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

On this 8th day of August, 1950, before me a Notary Public in and for said County, personally appeared Henry E. Branning, Jr., mayor of the City of Fort Wayne, Indiana, and Norbert G. Welch its city clerk and severally acknowledged the execution of the foregoing instrument and that the same is their valuntary act and deed on behalf of said City of Fort Wayne, and the boluntary and corporate act and deed of said city.

IN TESTIMONY WHEREOF, I have hereunto suvscribed my name the day and year last above written.

Loretta S. Wright
Notary Public

My Commission expires Feb. 1, 1953.

STATE OFINDIANA)
) ss:
COUNTY OF ALLEN)

On this 8th day of August, 1950, before me a Notary Public in and for said County, personally appeared Alfred H. Randall, Frank A. Derok and Chauncey L. Griffity, the board of public works of the City of Fort Wayne, Indiana and Joseph M. Schwartz, secretary of said board of public works, and severally acknowledged the execution of the foregoing instrument and that the same is their valuntary act and deed on behalf of said City of Fort Wayne, and the voluntary and corporate act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name the day and year last above written.

Notary Public

My Commission Expires _____

be, and the same is hereby, authorized, approved and ratified by the Common Council of said City.

Section 2. This ordinance shall be in full force and effect upon and after its passage by the Common Council of said City and its approval by the Mayor.

F. Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the Cityof Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of August, 1950, by a majority vote of all members elect, did pass the ordiance hereunto attached, and known as SPECIAL ORDINANCE NO. 2412.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 28th dayof August, 1950.

Norbert G. Welch
City Clerk

Approved this 29th day of August, 1950.

Henry E. Branning, Jr.
Mayor.

GENERAL ORDINANCE NO. 2413

AN ORDINANCE authorizing and directing the Mayor and the Clerk of the City to grant an easement to the State Highway Commission of Indiana for highway purposes through Memorial Park.

WHEREAS, the State Highway Commission of Indiana has determined to improve and rolocate a portion of U. S. Highways 24 and 30 in and near the eastern part of the Cityof Fort Wayne, and

WHEREAS, plans forsuch improvement and relocation require an easement over, through and across a strip of land owned by the City of Fort Wayne and presently being used for park purposes in Memorial Park, and

WHEREAS, the Board of Park Commissioners by resolution has authorized the Mayor and Clerk of the Cityto grant an easement for hgihway purposes through a certainstrip of land in Memorial Park;

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITYOF FORT WAYNE, INDIANA:

Sectionl. The Mayor together with the Clerk of the City, be and they are hereby authorized, empowered and directed to execute and attest allnecessary instruments to effect a conveyance and grant of easement for highway purposes to the State of Indiana over, through and across the following described real estate, to-wit:

A strip of land for State Highway right-of-way purpose thru the north part of Memorial Park in the cityof Fort Wayne, Indiana, situated in the congressional southwest quarter ($\frac{1}{4}$) of Section 6, Township 30 North, Range 13 East of the Second Principal Meridian, Allen County, Indiana, and more particularly described as follows, to-wit:

Commencing at a pipe corner at the intersection of the north line of said Memorial Park and the east line of Glasgow Avenue, said pipe being also on the north line of Washington Street produced east; thence east along the north line of Memorial Park a distance of 346.9 feet to a point, said point being 40 feet left and normal to a four degree centerline curve to theright; thence easterly paralleling said four degree curve to the right a distance of 385.5 feet to a point, said point being 40 feet left and normal to station 55/00 of said curve; thence southeasterly by a straight line a distance of 103 feet to a point, said point being 45 feet left and normal to station 56/00 of said curve; thence southeasterly parallellling said four degree curve to the right, a distance of 206.3 feet to a point, said point being 45 feet left and normal to station 58/00 of said curve; thence southeasterly by a straight line a distance of 103 feet to a point, said point being 40 feet left and normal to station 59/00 of the surveyed centerline; thence South 56 degrees and 10 minutes East, paralleling said centerline, a distance of 106 feet to a point on the east property line of Memorial Parkm said point being on the centerline station Range 60/39.4; thence southeasterly along the said east property line of Memorial Park, a distance of 104.1 feet to a point; thence North 56 degrees and 10 minutes West, paralleling said centerline, a distance of 192 feetto a point of tangency of a four degree centerline curve to the left; thence northwesterly paralleling said curve a distance of 78.1 feet to a point; said point being 40 feet right and normal to station 58/00 of said curve; thence northwesterly by a straight line a distance of 97 feet to a point, said point being 45 feet right and normal to station 57/00 of said curve; thence continuing northwesterly, paralleling said curve a distance of 308 feet to a point on the Ball Diamond fence whose centerline station range is 53/21 said point being also45 feet right and normal to station 53/82 of said curve; thence northwesterly along said fence and centerline station range 53/21 a distance of 18.8 feet to a point, said point being 35 feet right and normal to station 53/66 of said curve; thence westerly paralleling said curve a distanceof 375.4 feet to a point of curvature of said four degree curve, said pointbeing 35 feet right and normal to station 49/81.2 of said curve; thence South 87 degreesand 52 minutes West a distance of 199.8 feet to a point on the west property line of Memorial Park, said point being 35 feet right and on station range 47/81.4 of the surveyed centerline; thence north along the west property line of Memorial Park a distance of 68 feet to the place of beginning; also a temporary right-of-way for constructing a sewer outlet, described thusly: Commencing at a point 40 feet left and normal to station 52/50 of said four degree centerline curve; thence northeasterly to a point inside the Nickle Plate railroad right-of-way, said point being 170 feet left and normal to station 52/50 of said curve; thence southeasterly by a

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straight line inside the Nickle Plate railroad right-of-way to a point 170 Ieft and normal to station 53/30 of said curve; thence southwesterly to a point 40 feet left and normal to station 53/30 of said curve; thence northwesterly paralleling said curve tothe place of eginning; the aforesaid temporary right-of-way shall revert back to grantor upon acceptance by the State Highway Commission of Indiana the completed road construction in the area, all as shown by survey and plat of State Highway right-of-way through Memorial Park dated July 26, 1950, prepared by Harry R. Collier ofthe State Highway Commission and approved by George H. Lutz, district engineer.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

F. Wade Boylan

The Ordinance was read the third time in full and on motion was now passed by the following vote.
Ayes....Nine.....Nays.....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, heldon the 22 day of August, 1950, by a majority vote of all members elect, did pass the ordiance hereunto attached, and known as GENERAL ORDINANCE NO. 2413.

Arthur A. Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 25th day of August, 1950.

Norbert G. Welch
City Clerk

Approved this 25th day of August 1950.

Henry E. Branning, Jr.
Mayor

GENERAL ORDIANCE NO. 2414

AN ORDINANCE changing the name of Piqua Avenue to Clinton Street from its intersection with Clinton Street to its intersection with McKinnie Avenue and Lafayette Street in the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Piqua Avenue be changed to Clinton Street from its intersection with Clinton Street to its intersection with McKinnie Avenue and Lafayette Street in the city of Fort Wayne, Allen County, Indiana.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Julian F. Franke, Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote.

Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regualr meeting, held on the 22 day of August,1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2414.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 28th day of August 1950.

Norbert G. Welch
City Clerk

Approved this 29th day of August 1950.

Henry E. Branning, Jr.
Mayor

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GENERAL ORDINANCE NO. 2415

AN ORDINANCE annexing andmaking a part of the City of Fort Wayne certain described territory contiguous to the Southeast part ofthe City.

WHEREAS, heretofore on the 10th day of July, 1950, the owner ofmore than fifty-one percent of real estate hereinafter described in this ordiance, filed itspetition with the Common Council of the City of Fort Wayne to have the said territory annexed to the City of Fort Wayne; and

WHEREAS, said petition has been filed pursuant to law;

NOW, THEREFORE, BE ITORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA:

Section 1. That the following described territory ishereby annexed and made a part of the corporation of the City of Fort Wayne, Indiana, and shall be and is hereby considered a part of said city, to-wit:

Part of the North 43.5 acres of the East half of the Southeast quarter of Section 24, Township 30 North, Range12 East, in Allen County, Indiana; by metes and bounds described as follows, to-wit: Commencing on the North line of the aforesaid tract of land, said North line constituting the center of Pettit Avenue at a point situated 50 feet West of the Northesat cornerof said Southeast quarter of Section 24, Township 30 North, Range 12 East, in Allen County, Indiana, thence West on the North line of said Section 1252 feet to the Northwest corner thereof; thence South on the West line of said tract, 1454.2 feet; thence East and parallel to the North line of said tract 977 feet to a point situated 325 feet West of the East line of said quarter sectipn; thence North and parallel to the East line of said quarter section 1429.2 feet; thence East on a line parallel to and 25 feet South of the North line of the aforesaid tract, a distanceof 275 feet to a point 50 feet West of the East line of said quarter section; thence North on a line parallel to the East line of said quarter section; a distance of 25 feet to the point of beginning.

Section 2. That said annexed territory shall become and is hereby made a part of Ward 10, Councilmanic District 6 and Precinct 50A of the City of Fort Wayne, Allen County, Indiana.

Section 3. That this ordiance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Hilbert J. Nahrwold

The Ordiance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine....Nays....None

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of August, 1950, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDIANCE NO. 2415.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 28th day of August 1950.

Norbert G. Welch
City Clerk

Approved this 29th day of August 1950.

Henry E. Branning, Jr.
Mayor

GENRAL ORDIANCE NO. 2416

AN ORDIANCE fixing the salary of the City Bacteriologist at the rate of $4400.00 per year.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDAIANA:

Section 1. That the following employee of the Board of Public Health of the City of Fort Wayne, Indiana, shall receive the following salary upon the taking effect of this ordinance:

City Bacteriologist, of the Board of Public Health, at the rate of $4400.00 per year, payable on a semimonthly basis.

Section 2. The wages contemplated herein shallbe paid for such time as said employee is acutally in service.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shal be in full force and effect from and after its passage and approval by the Mayor.

Arthur A. Herber

The Ordinance was read the third t me in full and on motion was now passed by the following vote. Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of August, 1950, by a majority vote of all members elect, did pass the ordiance hereuntc attached, and known as GENERAL ORDIANCE NO. 2416.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 28th day of August 1950.

Norbert G. Welch
City Clerk

Approved this 29th day of August 1950.

Henry E. Branning, Jr.
Mayor

GENERAL ORDIANCE NO. 2417

AN ORDIANCE amending Chapter 13, Section 8, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, by eliminating the position of bacteriologist and chemist in the Board of Public Health, in connection with the inspection of milk and food products.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Chapter 13, Section 8, of the Municipal Code of the City of Fort Wayne, Indiana, 1946, be amended by eliminating the psoition of bacteriologist and chemist in the Board of Public Health, said section as amended to read as follows:

"Section 8. Personnel of Board of Public Health connected with inspection, etc.

The working force of the Board of Public Health connected with the inspection of milk and foods products, is hereby authorized as follows:

There shall be one chief dairy and meat inspector and one assistant inspector."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arthur A. Herber

The Ordinance was read the third time in full and on motion was now passed by the following vote. Ayes....Nine....Nays....None.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of August, 1950, by a majority vote of all members elect, did pass the ordinancehereunto attached, and known as GENERAL ORDINANCENO. 2417.

Arthur A Herber
President

Norbert G. Welch
City Clerk

Presented to the Mayor for approval on the 28th day of August 1950.

Norbert G. Welch
City Clerk

Approved this 29th day of August 1950.

Henry E. Branning, Jr.
Mayor

GENERAL ORDINANCE No. 2418

AN ORDINANCE fixing the tax levy for the City purposes for the year 1951.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of One Dollar and eighty five cents ($1.85) upon each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1951, same to be divided as follows:

General Fund	$ .9171
General Fund Balance Levy	.025
Sinking Fund	.019
River Improvement	.02
Flood Prevention	.01
Firemen's Pension	..071
Police Pension	.076
Fort Wayne Art School	.005
Bridge Repair	.005
City Planning & Zoning	.007
Aviation Commission	..041
Northside Track Elevation	.02
Street Repair & Rehabilitaion	.10
Sewer Relief	.05
Sanitary Officers Pension	.001
Mandatory Judgement	.033
Police Uniform Allowance	.01
Hay Fever-Rag Weed Control	.0005
Strret Signs	.01
Election Expense	.02
Garbage Collection	.085
Humane Society	.006
Fire Hydrant Rental	.035
Park General	.1235
Park Retirement	.0133
Playground & Recreation	.1026
Tree Preservation	.0247
Park Long R, ge	.0133
Dwenger Beach Lafayette Playground	.006
TOTAL LEVY	$ 1.85

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two ($2.00) dollars during the year 1951.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chas. H Boyer

The Ordinance was read the third time infull and on motion was now passed by the following vote: Ayes.....Five. -------Nays. ------Four.

We Hereby Certify, that the Common Council of the City of FoRt Wayne. Indiana, at a regular Annual Budget meeting, held on the 28th day of August, 1950, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2418.

Arthur A Herber
President

Norbert G Welch
City Clerk

Presented to the Mayor for approval on the 1st day of September 1950.

Norbert G Welch
City Clerk.

Approved this 1st day of September 1950.

Henry E Branning Jr
Mayor.


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